

ENTERED

COM - March 31, 2021
Justice Eidsvik
302644

Form 49
Rule 13.19



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., 2161889 ALBERTA LTD. and MANTLE MATERIALS GROUP, LTD.

DOCUMENT **AFFIDAVIT OF BLAKE M. 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: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163514

AFFIDAVIT OF BLAKE M. ELYEA
sworn March 24, 2021

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 2161889 Alberta Ltd. ("**216**", and with JMB, the "**Applicants**") and as such, I have

JB

-2-

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. Pursuant to an Order of the Honourable Justice K.M. Eidsvik pronounced May 1, 2020, as amended and restated by on May 11, 2020 (as amended and restated, the “**Initial Order**”), JMB and 216 were declared to be companies to which the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”, and the proceedings thereunder, the “**CCAA Proceedings**”) applied.
3. On May 4, 2020, JMB and 216 appointed me as their Chief Restructuring Advisor in the CCAA Proceedings and I have acted in that capacity since then. 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. I am authorized to swear this Affidavit as the Chief Restructuring Advisor of JMB and 216. I have also been authorized to swear this Affidavit on behalf of Mantle Materials Group, Ltd. (“**Mantle**”).
4. I swear this Affidavit further to my Affidavits sworn August 6, 2020, October 16, 2020 November 20, 2020, December 4, 2020 February 19, February 23, and March 5, 2021 in these proceedings. All capitalized terms not otherwise defined in this Affidavit are as defined in the Affidavit of Byron Levkulich sworn March 4, 2021 (the “**March 4th Affidavit**”).
5. I swear this Affidavit in support of an Application for:
 - (a) an Order approving the sale of certain equipment to McDonald Aggregates Inc. (“**McDonald**”) pursuant to an asset purchase agreement dated March 11, 2021 (the “**McDonald APA**”) between McDonald and JMB and vesting the assets in McDonald free and clear of any security interests or other claims;
 - (b) an Order approving the sale of certain equipment to Summit Trailer Ltd. (“**Summit**”), pursuant to an asset purchase agreement dated March 11, 2021 (the “**Summit APA**”) between Summit and JMB and vesting the assets in Summit free and clear of any security interests or other claims;

-3-

- (c) an Order extending the Stay Period (as defined in the Initial Order) initially provided for in the Initial Order, and subsequently extended pursuant to multiple Orders of this Honourable Court, up to and including April 16, 2021; and
 - (d) an Order sealing my Affidavit sworn March 24, 2021 (the "**Confidential Affidavit**") on the court file until the termination of the CCAA Proceedings.
6. The initial background to these proceedings is described in detail in the Affidavit of Jeff Buck sworn April 16, 2020. The background to the Mantle Transaction (defined below) is described in the Affidavits of Byron Levkulich sworn September 30, 2020 (the "**September Affidavit**"), March 4, 2021 and March 23, 2021.
 7. The May 11, 2020 amendment and restatement of the Initial Order approved a sale and investment solicitation process (the "**SISP**") and appointed Sequeira Partners as sale advisor (the "**Sale Advisor**").
 8. I am advised by the Monitor and believe that the SISP was implemented in early June 2020 and ran until the end of September, 2020. There were three relatively small sales of equipment and other assets that came out of the SISP, each of which were approved by this Court. Mantle submitted a bid to acquire the core assets of JMB and 216, as described in the September Affidavit. The transaction with Mantle has been amended and is the subject of an application to be heard on March 31, 2021.
 9. Since the SISP concluded, JMB has received separate offers on various pieces of equipment and other assets, which offers have been negotiated in consultation with the Monitor and affected secured creditors. JMB subsequently entered into asset purchase agreements with the offerors and is seeking Court approval of the asset purchase agreements noted below.

McDonald APA

10. The McDonald APA provides that, *inter alia*, upon and subject to the terms and conditions of the McDonald APA, in consideration of the payment of the purchase price contemplated therein, JMB will sell, transfer, convey, assign and deliver to McDonald, and McDonald

-4-

will purchase, acquire and assume from JMB, free and clear of any claims and encumbrances, all of JMB's right, title, benefit, estate and interest in and to the assets, as described in Schedule "A" to the McDonald APA (the "**McDonald Assets**"). Attached hereto as **Exhibit "A"** is a redacted copy of the McDonald APA. An unredacted copy is attached as Exhibit "A" to my Confidential Affidavit.

Summit APA

11. The Summit APA provides that, *inter alia*, upon and subject to the terms and conditions of the Summit APA, in consideration of the payment of the purchase price contemplated therein, JMB will sell, transfer, convey, assign and deliver to Summit, and Summit will purchase, acquire and assume from JMB, free and clear of any claims and encumbrances, all of JMB's right, title, benefit, estate and interest in and to the assets, as described in Schedule "A" to the Summit APA (the "**Summit Assets**"). Attached hereto as **Exhibit "B"** is a redacted copy of the draft Summit APA. An unredacted copy is attached as Exhibit "B" to my Confidential Affidavit.

Approval of the APAs

12. I am advised by the Monitor and believe that no acceptable offers were received for the purchase of the McDonald Assets and the Summit Assets (collectively, the "**Assets**") during the course of the SISP.
13. Each of the McDonald APA and the Summit APA represents the highest and best offer for the subject Assets that can be obtained in the current circumstances.
14. Each of the McDonald APA and the Summit APA is conditional, *inter alia*, on Court approval.

Amended and Restated Purchase Agreement

15. A redacted copy of the amended and restated purchase agreement dated as of March 3, 2021 (the "**Mantle Agreement 1**") between JMB, 216 and Mantle was appended as Exhibit "L" to the March 4th Affidavit. Since the March 4th Affidavit was sworn, certain revisions were made to the form of the Mantle Agreement 1. The revisions are included in the

-5-

amended and restated purchase agreement between JMB, 216 and Mantle, which continues to be dated March 3, 2021 (as revised, the "**Mantle Agreement 2**"). Attached hereto as **Exhibits "C" and "D"** respectively are redacted copies of the Mantle Agreement 2 and a blackline comparison of the Mantle Agreement 2 to the Mantle Agreement 1 (the "**Blackline**").

16. Unredacted copies of the Mantle Agreement 2 and a blackline comparison between the Mantle Agreement 1 and the Mantle Agreement 2 are attached as Exhibits "C" and "D" to my Confidential Affidavit.

Application for an Extension of the Stay of Proceedings

17. Since May 11, 2020, the Stay Period has been extended by Orders of this Honourable Court, most recently on March 5, 2021 (the "**March 5th Order**"). Under the March 5th Order, the Stay Period terminates on April 2, 2021.
18. Since the March 5th Order, the Applicants have continued to act diligently and in good faith in these proceedings by, among other things:
 - (a) continuing to maintain the Applicants' property and assets;
 - (b) continuing discussions with Alberta Environment and Parks (the "**AEP**") in connection with the amended and restated sale approval and vesting order, reverse vesting order, assignment order and sanction order (collectively, the "**Mantle Orders**") being sought as part of the Application scheduled for March 31, 2021 in these proceedings; and
 - (c) negotiating a number of asset purchase agreements, including those requiring court approval (as noted above).
19. Given the complexity of the Mantle Agreement 2, the Mantle Orders and the Mantle Transaction, additional time is required to complete the Mantle Transaction and also to address other matters, including the lien determination appeal of R Bee Aggregate Consulting Ltd.

- 20. Based on my preparation and review of the Applicants' most recent cash flow statement, which I anticipate will be appended to a report to be delivered by the Monitor, the Applicants have sufficient funds through to April 16, 2021 to allow for the completion of the steps outlined above.
- 21. Having regard to the circumstances, I believe that the granting of an extension of the Stay Period to a date determined by this Honourable Court is necessary and in the best interests of the Applicants and their stakeholders.
- 22. The Applicants have acted, and continue to act, in good faith and with due diligence in respect of all matters relating to the CCAA Proceedings, and no creditor will be prejudiced by the proposed extension of the Stay Period.

Sealing Order

- 23. Unredacted copies of the McDonald APA, the Summit APA, the Mantle Agreement 2 and a blackline comparison between the Mantle Agreement 1 and the Mantle Agreement 2 are attached as exhibits to my Confidential Affidavit. These unredacted documents contain sensitive commercial information that, if disclosed, could adversely impact the interests of the Applicants and their stakeholders. Accordingly, the Applicants are seeking to have the Confidential Affidavit sealed.
- 24. 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 date March 27, 2020 for remote commissioning affidavits was utilized.

SWORN BEFORE ME at the City of)
 Burnaby, in the Province of British)
 Columbia, this 24th day of March, 2021.)

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



 BLAKE M. ELYEA

- 20. Based on my preparation and review of the Applicants' most recent cash flow statement, which I anticipate will be appended to a report to be delivered by the Monitor, the Applicants have sufficient funds through to April 16, 2021 to allow for the completion of the steps outlined above.
- 21. Having regard to the circumstances, I believe that the granting of an extension of the Stay Period to a date determined by this Honourable Court is necessary and in the best interests of the Applicants and their stakeholders.
- 22. The Applicants have acted, and continue to act, in good faith and with due diligence in respect of all matters relating to the CCAA Proceedings, and no creditor will be prejudiced by the proposed extension of the Stay Period.

Sealing Order

- 23. Unredacted copies of the McDonald APA, the Summit APA, the Mantle Agreement 2 and a blackline comparison between the Mantle Agreement 1 and the Mantle Agreement 2 are attached as exhibits to my Confidential Affidavit. These unredacted documents contain sensitive commercial information that, if disclosed, could adversely impact the interests of the Applicants and their stakeholders. Accordingly, the Applicants are seeking to have the Confidential Affidavit sealed.
- 24. 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 date March 27, 2020 for remote commissioning affidavits was utilized.

SWORN BEFORE ME at the City of)
 Burnaby, in the Province of British)
 Columbia, this 24th day of March, 2021.)



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

JAMES STADLER BURG
 GOWLING WLG (CANADA) LLP
 BARRISTER & SOLICITOR
 550 BURNARD STREET - SUITE 2300
 BENTALL 5 - VANCOUVER, B.C. V6C 2B5
 TELEPHONE: (604) 443-7661

BLAKE M. ELYEA



THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 24TH DAY OF MARCH, 2021



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

JAMES STADLER BURG
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 443-7661

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "**Agreement**") made as of the 11th day of March, 2021.

BETWEEN:

JMB CRUSHING SYSTEMS INC., a corporation formed under the laws of the Province of Alberta (the "**Vendor**")

- and -

MCDONALD AGGREGATES INC., a corporation formed under the laws of the Province of Alberta (the "**Purchaser**", and collectively with the Vendor, the "**Parties**")

WHEREAS the Vendor has 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 Proceedings**");

AND WHEREAS the Vendor wishes to sell the Equipment to the Purchaser and the Purchaser wishes to purchase the Equipment from the Vendor, all 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:

"**Closing**" means the completion of the Transaction.

"**Closing Date**" means the fifth business day immediately following the date that the Sale Order is issued, or on such other date as the Parties may agree in writing.

"**Equipment**" means all of the Vendor's right, title and interest in and to certain equipment, as set out in Schedule A.

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

"**Permitted Encumbrances**" means any permitted claims or encumbrances as set out or defined in the Sale Order. For the purposes of this Agreement, permitted claims or encumbrances will be nil.

- 2 -

"Representatives" means, with, respect to any party, its affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants and representatives of that party and its affiliates.

"Sale Advisor" means Sequeira Partners in its capacity as the sales advisor of the Vendor.

"Sale Order" means an order to be granted by the Court in the CCAA Proceedings that approves this Agreement and the Transaction and vests in the Purchaser all of the right, title and interest of the Vendor in and to the Equipment, free and clear of all security interests, charges, liens, claims and other encumbrances of any kind whatsoever.

"Transaction" means the purchase and sale transaction contemplated by this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Equipment

Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser will purchase, acquire and assume from the Vendor, free and clear of all claims other than Permitted Encumbrances, all of the Vendor's respective right, title, benefit, estate and interest in and to the Equipment in consideration of the payment of the Purchase Price (as defined hereinafter) (collectively, the **"Transaction"**). Closing shall occur at 10:00 am on the Closing Date, subject to the terms and conditions contained herein.

2.2 Acknowledgement of the Purchaser as Condition of Equipment

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

- (a) on Closing, title to the Equipment 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 Equipment and the Vendor, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of any documents and the Equipment, including, without limitation, the physical and environmental condition of the Equipment;
- (c) the Equipment is 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 Vendor, or the Monitor, whether express, implied, statutory, or otherwise, regarding the Equipment, or the Vendor, 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

JB

- 3 -

all equitable, common law, tort, contractual, and statutory rights and remedies) against the Vendor, the Monitor, the Sales Advisor and their Representatives or in respect of the Equipment or the Transaction 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); and,

- (f) this Section 2.2 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 Vendor for the Equipment shall be [REDACTED] (the "Purchase Price"), plus GST and any and all applicable taxes and fees payable under Section 3.3.

3.2 Payment of Purchase Price

The Purchase Price shall be satisfied on or before the Closing Date, by the Purchaser, by payment to the Monitor by way of wire transfer of immediately available funds.

3.3 Taxes and Fees

The Purchaser shall be liable for and shall pay all federal or provincial sales taxes, including GST, and all other taxes, duties, or other similar charges properly payable upon and in connection with the conveyance and transfer of the Equipment by the Vendor to the Purchaser and the Purchaser shall be responsible for all recording charges and registration fees payable in connection therewith, this Agreement, the Equipment, and the Transaction.

ARTICLE 4 CLOSING CONDITIONS

4.1 Conditions for the Benefit of the Vendor

The obligation of the Vendor to complete the Transaction pursuant to this Agreement is subject to the satisfaction of the following conditions precedent:

- (a) payment by the Purchaser of the Purchase Price, in its entirety;
- (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 6.2 shall be true and accurate in all material respects; and
- (d) the Sale Order shall have been obtained.

Each of the foregoing conditions has been inserted for the benefit of the Vendor and may, without prejudice to any of the rights of the Vendor hereunder, be waived by it in writing, in whole.

JB

- 4 -

or in part, at any time, provided that the Vendor is not entitled to waive the Sale Order condition contained in Section 4.1(d). In case any of the said conditions shall not be complied with, or waived by the Vendor, at or before the Closing Date, the Vendor may terminate this Agreement by written notice to the Purchaser.

4.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction pursuant to this Agreement is subject to the satisfaction, on the Closing Date of the following conditions precedent:

- (a) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects;
- (b) the representations and warranties of the Vendor set out in Section 6.1 shall be true and accurate in all material respects; and
- (c) the Sale Order shall have been obtained.

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, be waived by it by notice to the Vendor in writing, in whole or in part, at any time, provided that the Purchaser is not entitled to waive the Sale Order condition contained in Section 4.2(c). 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 Vendor.

ARTICLE 5 CLOSING

5.1 Pre-Closing Use of Equipment by the Purchaser

In the period between the full execution and delivery of this Agreement by the Parties and the Closing Date, the Purchaser may elect by notice in writing to the Vendor and Monitor to take possession of and operate the Equipment on and subject to the following terms:

- (a) prior to taking possession of the Equipment, the Purchaser shall deliver:
 - (i) to the Monitor in trust the full amount of the Purchase Price and taxes payable under section 3.3 of this Agreement; and
 - (ii) to the Vendor and the Monitor evidence satisfactory to the Vendor and Monitor that it has placed general liability and property and casualty insurance on the Equipment, naming the Vendor as additional insured as its interest may appear;
- (b) if Closing does not occur on the Closing Date, the Vendor by notice in writing to the Purchaser may require the Purchaser to deliver the Equipment to the Vendor, whereupon the Purchaser shall cease operating the Equipment and deliver the Equipment to the Vendor within seven (7) days thereafter at the Vendor's yard in Bonnyville;

JB

- 5 -

- (c) the Purchaser shall indemnify and save harmless the Vendor any and all manner of actions, causes of action, accounts, bonds, contracts, covenants, debts, proceedings, suits, warranties, damages, losses, expenses and costs which the Vendor may suffer or incur for or by reason of any damage to or destruction of the Equipment or any claims made by any third party in connection with the Purchaser's use or operation of the Equipment.

5.2 Closing Deliveries

On the Closing Date, subject to the provisions of this Agreement, (a) the Vendor shall provide a copy of the Sale Order; and, (b) the Purchaser shall deliver or cause to be delivered to the Monitor, the Purchase Price plus all taxes, fees, and GST.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to and in favour of the Purchaser that:

- (a) it 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) the Vendor is not a "non-resident" for the purposes of Section 116 of the *Income Tax Act* (Canada) and the Vendor shall receive 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.

6.2 No Additional Representations and Warranties

Notwithstanding anything to the contrary in this Agreement, the Vendor makes no representations or warranties except as expressly set forth in Section 6.1 and, in particular, and without limiting the generality of the foregoing, the Vendor disclaims 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 Vendor in connection with the Equipment or in relation to the Transaction.

6.3 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to and in favour of the Vendor 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;
- (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

- 6 -

it has taken all necessary action to consummate the Transaction and to perform its obligations thereunder; and,

- (c) it is a registrant for the purposes of Part IX of the *Excise Tax Act* (Canada).

ARTICLE 7 GENERAL

7.1 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 the laws of Canada applicable therein.

7.2 Amendment and Waiver

No supplement, modification, waiver or termination of this Agreement (other than a termination pursuant to Section 4.1 or Section 4.2) shall be binding unless executed in writing by the Parties hereto.

7.3 Assignment

Neither Party may assign their interest in or under this Agreement or to the Equipment without the prior written consent of the other Party, which consent may be withheld in such other Party's sole and unfettered discretion.

7.4 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 Transaction and the Equipment.

7.5 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.

7.6 Electronic and Counterpart Execution

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 in original, pdf, or other electronic form by email or other electronic delivery, each of which shall constitute and be treated as such Parties' original signature(s).

JB

IN WITNESS WHEREOF the Vendor and the Purchaser have duly executed this Agreement as evidenced by their properly authorized officers as of the day and year first above written.

JMB CRUSHING SYSTEMS INC.

Per: Byron Levkulich
Byron Levkulich (Mar 12, 2021 16:25 MST)
Name: Byron Levkulich
Title: Director

Per: _____
Name:
Title:

MCDONALD AGGREGATES INC.

Per: Brad McDonald
Name: Brad McDonald
Title: President

JB

SCHEDULE A
EQUIPMENT

1. PT019 – 2012 Ford F150 XLT – Serial Number: 1FTFW1EF0CFA97763
2. PV100 – 1997 Great Dane Power Van – Serial Number: 1GRAA0625VB117102, complete with Tower – Serial Number M3243ER03CT, and GS100 – 2004 Detroit Series 60 Generator – Serial Number: 06R0753345
3. CY001 – 2011 Kolberg-Pioneer, 125' Conveyor, Model L3-36125
Serial Number: 407139
4. CY102 – 1999 Elrus, 125' radial stacking belt conveyor, Model 2434
Serial Number: ER99PC1524 M#2434
5. GS101 – 2006 Isuzu, 20kW diesel generator – Serial Number: 198196 and Stamford generator – Serial Number: X06D170482
6. Misc. Spare Crusher Parts comprised of:
 - a. New and used screens x60;
 - b. Jaw crusher manganese x2 (new);
 - c. New and used conveyor rollers x20;
 - d. Used crusher cords and motors;
 - e. Used head and tail pulleys x6;
 - f. Used Torspec drives x3; and
 - g. Used propane hose and manifolds x4.

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 24TH DAY OF MARCH, 2021



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

JAMES STADLER BURG
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 443-7661



ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the 11th day of March, 2021.

BETWEEN:

JMB CRUSHING SYSTEMS INC., a corporation formed under the laws of the Province of Alberta (the "Vendor")

- and -

SUMMIT TRAILER LTD., a corporation formed under the laws of the Province of Alberta (the "Purchaser", and collectively with the Vendor, the "Parties")

WHEREAS the Vendor has 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 Proceedings");

AND WHEREAS the Vendor wishes to sell the Equipment to the Purchaser and the Purchaser wishes to purchase the Equipment from the Vendor, all 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:

"Closing" means the completion of the Transaction.

"Closing Date" means the fifth business day immediately following the date that the Sale Order is issued, or on such other date as the Parties may agree in writing.

"Equipment" means all of the Vendor's right, title and interest in and to certain equipment, as set out in Schedule A.

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

"Permitted Encumbrances" means any permitted claims or encumbrances as set out or defined in the Sale Order. For the purposes of this Agreement, permitted claims or encumbrances will be nil.

- 2 -

"**Representatives**" means, with respect to any party, its affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants and representatives of that party and its affiliates.

"**Sale Advisor**" means Sequeira Partners in its capacity as the sales advisor of the Vendor.

"**Sale Order**" means an order to be granted by the Court in the CCAA Proceedings that approves this Agreement and the Transaction and vests in the Purchaser all of the right, title and interest of the Vendor in and to the Equipment, free and clear of all security interests, charges, liens, claims and encumbrances of any kind whatsoever.

"**Transaction**" means the purchase and sale transaction contemplated by this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Equipment

Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser will purchase, acquire and assume from the Vendor, free and clear of all claims other than Permitted Encumbrances, all of the Vendor's respective right, title, benefit, estate and interest in and to the Equipment in consideration of the payment of the Purchase Price (as defined hereinafter) (collectively, the "**Transaction**"). Closing shall occur at 10:00 am on the Closing Date, subject to the terms and conditions contained herein.

2.2 Acknowledgement of the Purchaser as Condition of Equipment

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

- (a) on Closing, title to the Equipment 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 Equipment and the Vendor, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of any documents and the Equipment, including, without limitation, the physical and environmental condition of the Equipment;
- (c) the Equipment is 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 Vendor, or the Monitor, whether express, implied, statutory, or otherwise, regarding the Equipment, or the Vendor, 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

JB

- 3 -

all equitable, common law, tort, contractual, and statutory rights and remedies) against the Vendor, the Monitor, the Sales Advisor and their Representatives or in respect of the Equipment or the Transaction 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); and,

- (f) this Section 2.2 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 Vendor for the Equipment shall be [REDACTED] (the "Purchase Price"), plus GST and any and all applicable taxes and fees payable under Section 3.3.

3.2 Payment of Purchase Price

The Purchase Price shall be satisfied on or before the Closing Date, by the Purchaser, by payment to the Monitor by way of wire transfer of immediately available funds.

3.3 Taxes and Fees

The Purchaser shall be liable for and shall pay all federal or provincial sales taxes, including GST, and all other taxes, duties, or other similar charges properly payable upon and in connection with the conveyance and transfer of the Equipment by the Vendor to the Purchaser and the Purchaser shall be responsible for all recording charges and registration fees payable in connection therewith, this Agreement, the Equipment, and the Transaction.

ARTICLE 4 CLOSING CONDITIONS

4.1 Conditions for the Benefit of the Vendor

The obligation of the Vendor to complete the Transaction pursuant to this Agreement is subject to the satisfaction of the following conditions precedent:

- (a) payment by the Purchaser of the Purchase Price, in its entirety;
- (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 6.2 shall be true and accurate in all material respects; and
- (d) the Sale Order shall have been obtained.

- 4 -

Each of the foregoing conditions has been inserted for the benefit of the Vendor and may, without prejudice to any of the rights of the Vendor hereunder, be waived by it in writing, in whole or in part, at any time, provided that the Vendor is not entitled to waive the Sale Order condition contained in Section 4.1(d). In case any of the said conditions shall not be complied with, or waived by the Vendor, at or before the Closing Date, the Vendor may terminate this Agreement by written notice to the Purchaser.

4.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction pursuant to this Agreement is subject to the satisfaction, on the Closing Date of the following conditions precedent:

- (a) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects;
- (b) the representations and warranties of the Vendor set out in Section 6.1 shall be true and accurate in all material respects; and
- (c) the Sale Order shall have been obtained.

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, be waived by it by notice to the Vendor in writing, in whole or in part, at any time, provided that the Purchaser is not entitled to waive the Sale Order condition contained in Section 4.2(c). 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 Vendor.

ARTICLE 5 CLOSING

5.1 Pre-Closing Use of Equipment by the Purchaser

In the period between the full execution and delivery of this Agreement by the Parties and the Closing Date, the Purchaser may elect by notice in writing to the Vendor and Monitor to take possession of and operate the Equipment on and subject to the following terms:

- (a) prior to taking possession of the Equipment, the Purchaser shall deliver:
 - (i) to the Monitor in trust the full amount of the Purchase Price and taxes payable under section 3.3 of this Agreement; and
 - (ii) to the Vendor and the Monitor evidence satisfactory to the Vendor and Monitor that it has placed general liability and property and casualty insurance on the Equipment, naming the Vendor as additional insured as its interest may appear;
- (b) if Closing does not occur on the Closing Date, the Vendor by notice in writing to the Purchaser may require the Purchaser to deliver the Equipment to the Vendor, whereupon the Purchaser shall cease operating the Equipment and deliver the

- 5 -

Equipment to the Vendor within seven (7) days thereafter at the Vendor's yard in Bonnyville;

- (c) the Purchaser shall indemnify and save harmless the Vendor any and all manner of actions, causes of action, accounts, bonds, contracts, covenants, debts, proceedings, suits, warranties, damages, losses, expenses and costs which the Vendor may suffer or incur for or by reason of any damage to or destruction of the Equipment or any claims made by any third party in connection with the Purchaser's use or operation of the Equipment.

5.2 Closing Deliveries

On the Closing Date, subject to the provisions of this Agreement, (a) the Vendor shall provide a copy of the Sale Order; and, (b) the Purchaser shall deliver or cause to be delivered to the Monitor, the Purchase Price plus all taxes, fees, and GST.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to and in favour of the Purchaser that:

- (a) it 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) the Vendor is not a "non-resident" for the purposes of Section 116 of the *Income Tax Act* (Canada) and the Vendor shall receive 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.

6.2 No Additional Representations and Warranties

Notwithstanding anything to the contrary in this Agreement, the Vendor makes no representations or warranties except as expressly set forth in Section 6.1 and, in particular, and without limiting the generality of the foregoing, the Vendor disclaims 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 Vendor in connection with the Equipment or in relation to the Transaction.

6.3 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to and in favour of the Vendor 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;

- 6 -

- (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 Transaction and to perform its obligations thereunder; and,
- (c) it is a registrant for the purposes of Part IX of the *Excise Tax Act* (Canada).

ARTICLE 7 GENERAL

7.1 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 the laws of Canada applicable therein.

7.2 Amendment and Waiver

No supplement, modification, waiver or termination of this Agreement (other than a termination pursuant to Section 4.1 or Section 4.2) shall be binding unless executed in writing by the Parties hereto.

7.3 Assignment

Neither Party may assign their interest in or under this Agreement or to the Equipment without the prior written consent of the other Party, which consent may be withheld in such other Party's sole and unfettered discretion.

7.4 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 Transaction and the Equipment.

7.5 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.

7.6 Electronic and Counterpart Execution

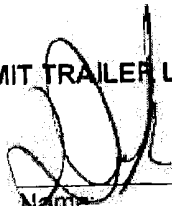
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, pdf, or other electronic form by email or other electronic delivery, each of which shall constitute and be treated as such Parties' original signature(s).

IN WITNESS WHEREOF the Vendor and the Purchaser have duly executed this Agreement as evidenced by their properly authorized officers as of the day and year first above written.

JMB CRUSHING SYSTEMS INC.

Per: Byron Levkulich
Byron Levkulich (Mar 12, 2021 16:04 MST)
Name: Byron Levkulich
Title: Director

SUMMIT TRAILER LTD.

Per: 
Name:
Title:

**SCHEDULE A
EQUIPMENT**

1. TR042 – 2013 Arnes Lowboy Trailer
Serial Number: 2A9125335DA003461
2. TR044 – 2015 Arnes Lowboy Trailer
Serial Number: 2A9105630FA003016
3. TR001 – 1996 Arrow Jeep
Serial Number: 2L9CSCB2XT1078252
4. TR032 – 2015 Arnes End Dump Trailer
Serial Number: 2A9073731FA003598
5. TR034 – 2015 Arnes End Dump Trailer (Trombone 375)
Serial Number: 2A9074131FA003583
6. TR035 - 2015 Arnes End Dump Trailer
Serial Number: 2A9073730FA003575
7. TR037 - 2015 Arnes End Dump Trailer
Serial Number: 2A9073738FA003596
8. TR038 - 2015 Arnes End Dump Trailer
Serial Number: 2A907373XFA003597

LB

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 24TH DAY OF MARCH, 2021



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

JAMES STADLER BURG
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 443-7661

AMENDED AND RESTATED 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

March 3, 2021

JB

TABLE OF CONTENTS

Page

AMENDED AND RESTATED PURCHASE AGREEMENT

THIS AGREEMENT made as of the 3rd day of March, 2021.

BETWEEN:

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

- and -

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

CONTEXT:

A. The Vendors applied to the Court of Queen's Bench of Alberta (the "**Court**") for protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-35, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceedings**"), and pursuant to an Order of the Honourable Justice K.M. Eidsvik (the "**Initial Order**") pronounced on May 1, 2020 (the "**Filing Date**"), as subsequently amended and restated on May 11, 2020, the Court declared that the Vendors were companies to which the CCAA applied, stayed all proceedings against the Vendors, appointed FTI Consulting Canada Inc. as monitor of the Vendors (the "**Monitor**"), and approved a sale and investor solicitation process (the "**SISP**") for the solicitation of offers for the sponsorship of the Original Plan or the purchase and sale of the business and assets of the Vendors.

B. Pursuant to a Sale Proposal (as defined in the SISP) submitted by the Purchaser to the Monitor, the Vendors entered into an amended and restated asset purchase agreement dated September 28, 2020, as amended October 2, 2020 (such asset purchase agreement as amended being the "**Original APA**"), pursuant to which the Vendors were to sell and the Purchaser was to purchase certain assets of the Vendors and assume certain liabilities upon and subject to the terms and conditions set forth in the Original APA.

C. The Court pronounced a sale approval and vesting order (the "**Original SAVO**"), assignment order under section 11.3 of the CCAA (the "**Original Assignment Order**"), reverse vesting order (the "**Original RVO**") and sanction order (the "**Original Sanction Order**") on October 16, 2020, which Original Sanction Order approved a plan of arrangement under the CCAA and BC BCA (the "**Original Plan**").

D. The Original APA was conditional, *inter alia*, upon Alberta Environment & Parks (the "**AEP**") approving transfers of certain Permits and Dispositions, and the Parties have been unable to obtain a commitment from the AEP to grant such approvals.

E. The Parties have agreed to amend and restate the Original APA and the Original Plan and apply to the Court for Orders amending and restating the Original SAVO, the Original RVO and the Original Sanction Order, subject to the terms and conditions set out in this Agreement.

- 2 -

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:

"216" is defined in the introductory paragraph of this Agreement.

"216 Inventory" means Inventory located on the 216 Disposition Lands.

"216 Disposition Lands" means the lands subject to one or more 216 Dispositions.

"216 Dispositions" means the Dispositions listed on **Schedule B** under the heading "216 Dispositions".

"216 Miscellaneous Operational Contracts" means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to 216 Dispositions and 216 Disposition Lands.

"216 Reserves" means the Aggregate Reserves located in and under the 216 Disposition Lands.

"216 Retained Assets" means the 216 Dispositions, 216 Disposition Lands, 216 Reserves in and thereunder, 216 Permits, 216 Inventory and 216 Miscellaneous Operational Contracts.

"216 Permits" means any Permits held by 216 relating to the Aggregate Pits subject to 216 Dispositions.

"Accounts Receivable" means all accounts receivable and other amounts due, owing or accruing due to a Vendor, including bills receivable, trade accounts, book debts employee loans and advances, supplier rebate accruals, freight prepaid and charged and insurance claims due to the Vendor resulting from the sale of goods or services in the ordinary course of the business, and including any cash balances held by a Vendor or the Monitor prior to Closing, but excluding any Bonnyville Proceeds.

"Acquired Assets" means the Business, the Assigned Contracts, the JMB Active Royalty Agreements and the interest in the JMB Active Royalty Lands and JMB Reserves thereunder, the Books and Records and the Miscellaneous Assets.

"Acquisition and Reorganization Transaction Orders" means, collectively, the Amended SAVO, the Amended RVO, the Amended Sanction Order and the Amended Assignment Order.

"Acquisition and Reorganization Transactions" means the transactions provided for or contemplated in this Agreement, including the transfer, vesting and assignment of the Acquired Assets in the Purchaser pursuant to the Amended SAVO and the Amended Assignment Order, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in

- 3 -

ResidualCo and the assumption by ResidualCo of the Excluded Liabilities pursuant to the Amended RVO, and the transactions and steps contemplated by the Amended Plan and Amended Sanction Order, and "**Transaction**" means any one of them.

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

"**Adjustment Time**" means 11:59 pm on the Closing Date.

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

"**AEP**" is defined in Recital D.

"**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 purchase agreement, which amends and restates the Original APA, 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 subject to an Aggregate Pit Agreement.

"**Aggregate Pit Agreements**" means the 216 Dispositions, the JMB Dispositions and the JMB Royalty Agreements identified on **Schedule B** 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.

"**Amended Assignment Order**" is defined in Section 2.4(d).

"**Amended Plan**" is defined in Section 2.3.

"**Amended RVO**" is defined in Section 2.4(b).

"**Amended Sanction Order**" is defined in Section 2.4(c).

"**Amended SAVO**" is defined in Section 2.4(a).

"**Andrychuk Royalty Agreement**" means the Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

FB

- 4 -

"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 the Contracts listed on **Schedule C** together with 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 or disclaimed under section 32 of the CCAA.

"Assumed Liabilities" is defined in Section 2.5.

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

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

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

"BC BCA" means *Business Corporations Act*, SBC 2002, c 57.

"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 Supply Contract" means the supply agreement entered into November 1, 2013 between the Municipal District of Bonnyville No. 87 and JMB, 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.

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

- 5 -

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

"Bonnyville Proceeds" means any amounts paid or payable to JMB under the Bonnyville Supply Contract in respect of the extraction and processing of Aggregate and its sale to the Municipal District of Bonnyville No. 87 during the 2021 calendar year, provided, however, that the term "Bonnyville Proceeds" shall be limited to include only any such amounts which: (i) are derived during the 2021 calendar year; and, (ii) have been funded by the Purchaser or CARC, as set out in, and pursuant to, the Interim Project Management Agreement.

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

"Business" means the business carried on by the Vendors specifically utilizing the Transaction Assets including the operation of the Aggregate Pits and the extraction, processing, sale and transportation of Aggregates therefrom, and the goodwill associated therewith.

"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 Recital A.

"CARC Advance" is defined in Section 3.3.

"CCAA Proceedings" is defined in Recital A.

"Claims" means all past, present and future 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 Acquisition and Reorganization Transactions on the Closing Date, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents.

- 6 -

"Closing Date" means 12:00 p.m. (Mountain Time) on the second (2nd) Business Day immediately following the date that the conditions precedent in Sections 5.1, 5.2 and 5.3 are satisfied or waived 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 the Sale 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.

"Cost Allocation Agreement" is defined in Section 5.1(d).

"Court" is defined in Recital A.

"Cure Costs" means:

- (a) the aggregate amount of any monetary defaults under a Contract 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 a Contract 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 Transaction Assets.

"Deposit" is defined in Subsection 3.3.

"Disposition" means a disposition of land of the Crown in right of Alberta under the *Public Lands Act*, RSA 2000, Ch. P-40.

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

JB

- 7 -

"Edmonton Lease" means the lease dated May 31, 2019 between 9046-22 Ave Inc. as landlord and JMB 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 Contract" means the master equity lease agreement dated August 27, 2019 in respect of open-end (equity) lease schedule between JMB and Enterprise Fleet Management, relating to the Enterprise Equipment.

"Enterprise Equipment" means a 2019 Ford F-15- XLT 4x4 SuperCrew Cab Styleside 6.5, Unit 239DGD, VIN 1FTFW1E52KFC66669.

"EPEA" means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 and the regulations thereunder, including the Code of Practice for Pits issued thereunder.

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

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

"Excluded Disposed Assets" means (a) any right, title or interest of JMB or 216 in or to the Fiera Disposed Equipment or the Fiera Eastside Equipment, (b) any Rejected Contracts that have been disclaimed by the Vendor party thereto under section 32 of the CCAA, and (d) any other property or assets disposed of by a Vendor between the Filing Date and Closing.

"Excluded Inventory" means (a) approximately 10,201.82 tonnes of Inventory 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 (1/2") asphalt material; (b) approximately 7,900 tonnes of Inventory consisting of pea gravel located on the Lands subject to the Shankowski Royalty Agreement; (c) Inventory 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, and (d) the Inventory on the lands subject to the Kalinko Operating Agreement.

"Excluded Liabilities" is defined in Section 2.6.

"Excluded ResidualCo Assets" means (a) the PMSI Property, (b) the Excluded Inventory, (c) the Accounts Receivable, (d) the Excluded Books and Records, (e) the JMB Inactive Royalty Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder, and (f) any Rejected Contract which has not been disclaimed under section 32 of the CCAA.

"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

JB

- 8 -

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 Amended 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 SISF or otherwise, including the equipment listed on **Schedule E** under the heading "Fiera Disposed Equipment".

"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 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 JMB under the Fiera Loan Agreements.

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

"Final Adjustment Date" is defined in Section 3.6(c).

"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.

"Gagne Real Property" means the lands and premises legally described as all that portion of the South West Quarter of Section Eleven (11), Township Fifty Seven (57), Range Six (6), West of the Fourth Meridian, lying to the west of the westerly limit of land required for railway purposes, as shown on Plan 7521297 and south of the south limit of Road Plan 3445BM, containing 7.17 hectares (17.72 acres) more or less excepting thereout all mines and minerals and the right to work the same.

"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 Royalty Agreement" means the 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 as registration no. 17395-01-00.

"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.

"Initial Order" is defined in Recital A.

"Interim Financing Agreement" means the interim financing agreement dated April 30, 2020 between CARC as lender and the Vendors as borrower pursuant to which CARC created an interim credit facility to provide working capital to the Vendors during the CCAA Proceedings.

"Interim Period" is defined in Section 4.3(a).

"Interim Project Management Agreement" means the interim project management agreement between JMB and the Purchaser pursuant to which the Purchaser arranges the provision of working capital pursuant to the Interim Financing Agreement for and manages the operations required in order to permit the performance of JMB's obligations under the Bonnyville Supply Contract, which agreement is substantially in the form attached as **Schedule H**.

"Inventory" means extracted Aggregate owned by JMB or 216 or in which JMB or 216 has an interest.

"JMB" is defined in the introductory paragraph of this Agreement.

"JMB Active Royalty Agreements" means the Royalty Agreements listed on **Schedule B** under the heading 3 which are listed as the "JMB Active Royalty Agreements".

"JMB Active Royalty Lands" means the lands subject to one or more JMB Active Royalty Agreements.

"JMB Disposition Lands" means the lands subject to one or more JMB Dispositions.

"JMB Dispositions" means the Dispositions listed on **Schedule B** under the heading "JMB Dispositions".

"JMB 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 Lands, the Aggregate Pits or at the Edmonton Premises.

"JMB Inactive Royalty Agreements" means the Royalty Agreements listed on **Schedule B** under the heading 4 which are listed as the "JMB Inactive Royalty Agreements".

"JMB Inactive Royalty Lands" means the lands subject to one or more JMB Inactive Royalty Agreements.

"JMB Inventory" means Inventory located on the JMB Disposition Lands, JMB Active Royalty Lands and JMB Inactive Royalty Lands.

"JMB Miscellaneous Operational Contracts" means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to JMB Dispositions, JMB Disposition Lands, JMB Active Royalty Agreements and JMB Active Royalty Lands.

"JMB Permits" means any Permits held by JMB relating to the Aggregate Pits subject to JMB Dispositions or and JMB Active Royalty Agreements or JMB Inactive Royalty Agreements, including the JMB Royalty Registrations.

"JMB Real Property" means the lands and premises owned by JMB 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 Reserves" means the Aggregate Reserves located in and under the JMB Disposition Lands and the JMB Active Royalty Lands.

"JMB Retained Assets" means (a) the JMB Equipment, (b) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands thereunder, (c) the JMB Real Property and the Gagne Real Property, (d) the JMB Royalty Registrations and other JMB Permits, (e) the JMB Inventory, (f) the Contracts consisting of the Bonnyville Supply Contract, the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, the Bonnyville Lease, and the JMB Miscellaneous Operational Contracts, (g) the Atlas Shares, and (h) Inventory 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.

"JMB Royalty Agreements" means, collectively, the JMB Active Royalty Agreements and the JMB Inactive Royalty Agreements.

"JMB Royalty Registrations" means the registrations held by JMB under the EPEA in respect of the Aggregate Pits located on the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.

- 11 -

"Kalinko Operating Agreement" means the sand & gravel operating agreement made as of June 12, 2012 between Tim Kalinski, Jessica Brennan, Matthew Kalinski, Zachariah Kalinski, Alisha Kalinski, Kalinko Enterprises Ltd. and JMB, as amended by agreement revision number 1 dated June 12, 2017, as further amended from time to time.

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

"Lands" means: (a) the 216 Disposition Lands, the JMB Disposition Lands and the JMB Active Royalty Lands; (b) the JMB Real Property; (c) the Bonnyville Lands, and (d) Gagne Real Property.

"Letter of Intent" means the Qualified LOI dated June 19, 2020 provided by CARC to the Monitor and the Sale Advisor in accordance with the SISP.

"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.

"Minority Securities" means all shares in the capital of JMB other than the Class A JMB Shares and all other securities issued by JMB.

"Miscellaneous Assets" means, collectively: (a) 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; (b) all rights, claims or causes of action by or in the right of a Vendor against any Person other than Accounts Receivable; and (c) any other property or assets as may be expressly agreed to by the Purchaser and the Vendors in writing prior to the Closing.

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

"Monitor" is defined in Recital A.

"Non-Recourse Event" is defined in the Amended Plan.

"Notice" is defined in Section 11.13.

"Orders" means orders of the Court or any appellate or review court therefrom in the CCAA Proceedings, and **"Order"** is any one of the Orders.

"Original APA" is defined in Recital B.

"Original Assignment Order" is defined in Recital C.

"Original Plan" is defined in Recital C.

JB

- 12 -

"Original RVO" is defined in Recital C.

"Original Sanction Order" is defined in Recital C.

"Original SAVO" is defined in Recital C.

"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 the AEP under any of the EPEA and/or PLA.

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

"PLA" means the *Public Lands Act*, RSA 2000, c P-4 and all regulations thereunder.

"PMSI Holder" means a holder of a purchase money security interest.

"PMSI Property" means personal property listed on **Schedule E** under the heading "PMSI Property".

"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 and Retained Value Allocation" is defined in Section 3.2.

"Purchaser" is defined in the introductory paragraph of this Agreement.

"Reclamation Contribution" means the contribution of ATB or Fiera to the Reclamation Obligations relating to the JMB Inactive Royalty Lands provided for in the Cost Allocation Agreement.

"Reclamation Obligations" means the reclamation and remediation obligations in respect of the Aggregate Pits under the EPEA and the PLA.

"Rejected Contract" means any Contract to which a Vendor is party which is not an Assigned Contract, a JMB Retained Asset or a 216 Retained Asset, including the Contracts listed on **Schedule I**.

JB

- 13 -

"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.

"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.

"ResidualCo" means 2324159 Alberta Inc.

"Restricted Agreement" means an Assigned Contract 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.

"Retained Value" is defined in Section 3.1.

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

"Royalty Agreement" means a Contract consisting of an aggregate royalty agreement between a Third Party and JMB under which, *inter alia*, such Third Party grants to JMB, 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" is defined in the SISP.

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

"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 Royalty Agreement" means the 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 as registration no. 308161-00-00.

"SISP" is defined in Recital A.

"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

- 14 -

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.

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

"Tranche A Inventory" means the Inventory 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.

"Tranche B Inventory" means the Inventory listed on **Schedule G** which is located on (a) the Lands subject to the Havener Royalty Agreement, the Shankowski Royalty Agreement, (b) the 216 Dispositions identified as SML 110045, SML 110047 and SML 120005, and (c) the Bonnyville Lands.

"Transaction Assets" means the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets, and **"Transaction Asset"** means any one of the Transaction Assets.

"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 4.2.

"Vendor" and **"Vendors"** is defined in the introductory paragraph of this Agreement.

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;

- 15 -

- (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 and Retained Value Allocation
Schedule B	-	Aggregate Pit Agreements
Schedule C	-	Assigned Contracts
Schedule D	-	Fiera Equipment
Schedule E	-	Excluded Equipment
Schedule F	-	Permitted Encumbrances
Schedule G	-	Tranche B Inventory
Schedule H	-	Interim Project Management Agreement
Schedule I	-	Rejected Contracts
Schedule J	-	Liquidated, Invoiced Excluded Liabilities

ARTICLE 2 ACQUISITION AND REORGANIZATION TRANSACTIONS

2.1 Acquisition and Reorganization Transactions

- (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 and Purchaser shall carry out the Acquisition and Reorganization Transactions pursuant to this Agreement and the Acquisition and Reorganization Transaction Orders, with the effect, *inter alia*, as follows:
 - (i) all of the right, title benefit, estate and interest of the Vendors in and to the Acquired Assets shall be transferred, conveyed, assigned and delivered to the Purchaser, free and clear of all Claims and Liens other than Permitted Encumbrances, pursuant to the Amended SAVO and Amended Assignment Order;
 - (ii) the JMB Retained Assets shall be retained by JMB but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the JMB Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iii) the 216 Retained Assets shall be retained by 216 but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the 216 Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iv) the Class A JMB Shares shall be transferred from CARC to RLF Holding pursuant to the Amended Sanction Order;

- 16 -

- (v) the Minority Securities shall be redeemed by JMB for no consideration and cancelled pursuant to the Amended Sanction Order; and
 - (vi) the Excluded ResidualCo Assets shall be transferred, conveyed, assigned and delivered to ResidualCo pursuant to the Amended RVO for no consideration payable by ResidualCo to the Vendors, but the Excluded ResidualCo Assets shall remain subject to all Claims and Liens attaching thereto.
- (b) Following Closing, JMB and 216 shall retain possession of the Excluded Books and Records and grant full access thereto to (i) ResidualCo, (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) The Closing of the Acquisition and Reorganization Transactions shall be on the Closing Date.
 - (d) For greater certainty, the Excluded Disposed Assets and any right, title or interest of JMB or 216 therein are expressly excluded from the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets.

2.2 Title to Transaction Assets

The Purchaser acknowledges and agrees that title to the Transaction Assets will be subject to any Permitted Encumbrances attaching thereto. Any Claim or Lien registered against the right, title and interest of a Vendor in and to a Transaction Asset that is not a Permitted Encumbrance shall be vested from and discharged as against such Transaction Asset pursuant to the Amended SAVO or the Amended RVO, as applicable.

2.3 Amended Plan

Promptly following the execution of this Agreement, JMB and the Purchaser shall file an amended and restated plan of arrangement jointly under the CCAA and the BC BCA (the "**Amended Plan**") which provides, *inter alia*, as follows:

- (a) all issued and outstanding Minority Securities 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 for no consideration;
- (c) all issued and outstanding shares in the capital of 216, other than the shares held by JMB, shall be redeemed for no consideration and cancelled;
- (d) 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 that portion of the ATB Assumed Debt relating to:
 - (i) the Tranche B Inventory shall be governed by, and the ATB Loan and Security Documents shall be subject to, the ATB Agreement, and the

- 17 -

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 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 Tranche B Inventory and the proceeds thereof; and

- (ii) 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, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining ATB Debt as provided for in section 2.1(b) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining ATB Debt in accordance with the Amended RVO; and

- (e) 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 Transaction Assets and other property and assets of the Purchaser, JMB and 216, on the terms set out in the Fiera Exit Loan Agreement, provided that, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining Fiera Debt in accordance with section 2.1(c) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining Fiera Debt in accordance with the Amended RVO.

2.4 Court Orders to Implement the Acquisition and Reorganization Transactions

Promptly following the execution of this Agreement, the Vendors and the Purchaser shall apply to the Court, on notice to any Persons on the Service List in accordance with the Caselines Order, to any Person that holds or claims a Lien in or attaching to any of the Transaction Assets or Excluded ResidualCo 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:

- (a) an Order (the "**Amended SAVO**") amending and restating the Original SAVO, authorizing and approving this Agreement and the Acquisition and Reorganization Transactions, and vesting all of the right, title and interest of JMB and 216 in the Acquired Assets in and to the Purchaser, free and clear of all and Liens and Liabilities other than Permitted Encumbrances and Assumed Liabilities;
- (b) an Order (the "**Amended RVO**") amending and restating the Original RVO to:
 - (i) vest in ResidualCo all of the right, title and interest of JMB and 216 in the Excluded ResidualCo Assets, but subject to any Excluded Liabilities or Encumbrances securing or assuring the payment and performance of any Excluded Liabilities, such that (A) neither JMB nor 216 shall have any

- 18 -

further obligation or liability under or in respect of any Excluded 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 Amended Plan, and (B) ResidualCo shall be liable to all Persons to whom any Excluded Liabilities are owed;

- (ii) require that ResidualCo permit JMB with access to the JMB Inactive Royalty Lands in order to permit JMB to perform reclamation work thereon and sell any JMB Inventory located thereon;
 - (iii) confirm, pursuant to the Original RVO, the vesting in Eastside of all the right, title and interest of JMB in the Fiera Eastside Equipment, and the direction that all PMSI Holders take possession of and realize upon the PMSI Property against which they have prior ranking Security Interests and requiring them to account to the Monitor and JMB in respect thereof; and
 - (iv) pursuant to section 11.1 of the CCAA, (A) declare certain rents, royalties and interest payable to the AEP under certain 216 Dispositions which accrued prior to the Filing Date are unsecured claims under section 19 of the CCAA, (B) stay the exercise by the AEP of powers or remedies against 216 or JMB in respect of such payments or as result of the CCAA Proceedings or insolvency of the Vendors, or against the current directors of the Vendors, and (C) reserve the right of the Vendors and Purchaser to apply to the Court for relief under section 11.1(3) of the CCAA in the event of a dispute between them and the AEP with respect to the terms of any reclamation plans or updated activity reports or the quantum of any reclamation security where such dispute, if unresolved, could render the Acquisition and Reorganization Transactions unviable and such relief is not contrary to the public interest;
- (c) an Order (the "**Amended Sanction Order**") amending and restating the Original Sanction Order, sanctioning the Amended Plan;
 - (d) an Order (the "**Amended Assignment Order**") amending and restating the Original Assignment Order to delete (i) paragraph 14 of the Original Assignment Order, (ii) the bonds issued by Northbridge General Insurance Corporation, the Bonnyville Supply Contract and the Enterprise Contract from Schedule "A" to the Original Assignment Order, and (iii) Schedule "B" to the Original Assignment Order; and
 - (e) such other Orders as reasonably required by the Purchaser in support of the foregoing.

2.5 Assumed Liabilities

Upon the satisfaction or waiver of the conditions in Sections 5.1, 5.2 and 5.3, effective on the Closing, the following Liabilities shall be assumed by the Purchaser or retained by JMB and 216, as applicable (collectively, the "**Assumed Liabilities**"):

- 19 -

- (a) the Purchaser shall be deemed to have assumed in payment of the Purchase Price the liabilities described below and in Schedule A"
 - (i) any Cure Costs owing in respect of Assigned Contracts;
 - (ii) pursuant to the terms of the Amended Plan, that portion of the Fiera Assumed Debt referred to in Part 3 of Schedule A under the heading "Payment of Purchase Price for Acquired Assets";
 - (iii) the amounts listed in Part 3 of Schedule A under the heading "Payment of Purchase Price for Acquired Assets" on account of Cure Costs, Reclamation Obligations, vacation pay, Source Deductions and the Enterprise Contract;
- (b) JMB and 216 shall:
 - (i) pursuant to the Amended RVO, continue to be indebted and liable for that portion of the Fiera Assumed Debt referred to in clause 4 on Schedule A;
 - (ii) pursuant to the Amended RVO, continue to be indebted and liable for the ATB Assumed ATB Debt; and
 - (iii) continue to be responsible for the Reclamation Obligations relating to the Aggregate Pits located on the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.
- (c) The Purchaser shall assume any Liabilities with respect to Transferred Employees accruing or arising subsequent to the Adjustment Time; and
- (d) The Purchaser, JMB and 216 shall each be responsible for Liabilities arising or accruing subsequent to the Adjustment Time from or with respect to the Transaction Assets in which they have an interest.

2.6 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not assume or be deemed to have assumed, be obligated to assume or be obligated to pay, perform or otherwise discharge, and the Vendors shall not remain indebted or liable for or obligated to pay, perform or otherwise discharge, any Liabilities other than the Assumed Liabilities (all such Liabilities other than the Assumed Liabilities being the "Excluded Liabilities"). For greater certainty, the Excluded Liabilities include the liquidated, invoiced Excluded Liabilities listed on Schedule J.

2.7 Binding Agreement

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

2.8 Acknowledgement of the Purchaser as Condition of Transaction Assets

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

- (a) in entering into this Agreement, the Purchaser has had an opportunity to conduct any and all due diligence regarding the Transaction Assets, the Assumed Liabilities Business and the Vendors, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of the Transaction Assets, any Contracts included therein and any Assumed Liabilities and the Transaction Assets, including, without limitation, the physical and environmental condition of the Transaction Assets, and upon its review of the Data Room Information;
- (b) the Transaction Assets are being acquired and retained on an "as is, where is" basis as of the Closing Date;
- (c) 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 Transaction Assets, the Assumed Liabilities or the Vendors, or the accuracy or completeness of any information provided in connection therewith;
- (d) 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 Sale Advisor and their Representatives or in respect of the Transaction Assets, the Assumed Liabilities, the Acquisition and Reorganization 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);
- (e) the Sale Advisor and the Monitor (and their respective Representatives) shall have no obligations or responsibility to the Purchaser with respect to any matter relating to the SISF, this Agreement, the Transaction Assets or the condition thereof, the Assumed Liabilities, the Acquisition and Reorganization Transactions, the Acquisition and Reorganization Transaction Orders, or any other matter in connection with or pursuant to any of the foregoing or in any manner, whatsoever, related thereto; and
- (f) this Section 2.8 shall survive and not merge on Closing.

ARTICLE 3 PURCHASE PRICE, PAYMENT AND RETAINED VALUE

3.1 Purchase Price and Retained Value

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] (the [REDACTED])

"Purchase Price"), together with any taxes payable under Section 3.5. The retained value of the 216 Retained Assets and JMB Retained Assets shall be [REDACTED] (the "Retained Value").

3.2 Allocation of Purchase Price and Retained Value

The Parties agree the Purchase Price shall be allocated amongst the Acquired Assets and between the Vendors, and the Retained Value of the 216 Retained Assets and JMB Retained Assets shall be allocated amongst the 216 Retained Assets and JMB Retained Assets, in the manner set forth in **Schedule A**, subject in the case of the Purchase Price 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 Tranche B Inventory (the "**Purchase Price and Retained Value Allocation**"), which shall not affect the Purchase Price, only the allocation thereof. Where the Purchase Price and Retained Value 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 and Retained Value 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 JMB as a protective disbursement immediately prior to the commencement of the CCAA Proceedings the sum of [REDACTED] (the "**CARC Advance**") and that pursuant to the Initial Order, JMB 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 any Cure Costs under Assigned Contracts;
- (c) by the assumption of the ATB Assumed Debt and the Fiera Assumed Debt pursuant to the Amended Plan, which as of the date of this Agreement is estimated to be in the amounts set out on **Schedule A**;

- 22 -

- (d) by the payment of cash in the amount of [REDACTED] on account of Tranche A Inventory;
- (e) by 216 remaining liable for the Reclamation Obligations in respect of the 216 Disposition Lands;
- (f) by JMB remaining liable for the Reclamation Obligations relating to the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;
- (g) 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; and
- (h) by JMB remaining liable under a promissory note issued by it to CARC in the principal amount of [REDACTED].

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 Vendors 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) To the extent applicable, at the request of the Purchaser, JMB 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 by the Purchaser from JMB without incurring GST, and if applicable, the Purchaser will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (c) To the extent applicable, notwithstanding Section 3.5(a), and in accordance with subsections 221(2) and 228(4) of the ETA, JMB and 216 shall not collect GST from the Purchaser with respect to the sale of real property as defined in the ETA and the Purchaser shall self-assess, file GST returns and remit such GST to the appropriate taxing authority when and to the extent required under the ETA.
- (d) JMB, 216 and Purchaser acknowledge and agree that the transfer of any rights forming part of the Acquired Assets to be purchased by the Purchaser and which are described in section 162(2) of the ETA is deemed not to be a supply under section 162 of the ETA, and therefore not subject to GST at Closing.
- (e) JMB, 216 and ResidualCo will complete and sign, on or before the Closing, a joint election under section 156(4) of the ETA to permit the transfer, conveyance, assignment and delivery of the Excluded Assets to ResidualCo pursuant to the

- 23 -

Amended RVO without incurring GST. JMB will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.

- (f) 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.
- (g) 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 filing 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 Transaction 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, Source Deductions referred to on **Schedule A**, 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. ResidualCo shall execute an undertaking agreeing to pay all Adjustment Items on a timely basis and comply with this Section 3.6 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 ResidualCo, 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, ResidualCo (after consulting with the Purchaser) shall within thirty (30) days of determination, provide a complete statement thereof, together with particulars

AB

- 24 -

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, which acknowledgement, which obligations of the Vendors shall be assumed by ResidualCo pursuant to the undertaking described in Section 3.6(b). 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 4.4, from the date hereof until Closing the Vendors shall operate and maintain the Transaction 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 Transaction 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 in a manner consented to by Fiera.

4.2 Employment Matters

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



4.3 Assigned Contracts

- (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 Acquisition and Reorganization Transactions including any Consents required of applicable Counterparties for the transfer or assignment of 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 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 Vendors shall in the application to the Court for the Amended 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 Amended SAVO has assigned such Restricted Agreement to the Purchaser pursuant to section 11.3 of the CCAA.

4.4 Interim Project Management Agreement

Promptly upon the execution of this Agreement, at the election of the Purchaser, JMB and the Purchaser shall execute and deliver the Interim Project Management Agreement.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Mutual Benefit of the Parties

The obligation of the Parties to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Vendors and the Purchaser shall have duly executed and delivered this Agreement;
- (b) the Court shall have issued the Acquisition and Reorganization Transaction Orders and there shall not have been any appeal of, or application to set aside, vary or amend the Acquisition and Reorganization Transaction Orders which has not been abandoned or dismissed;
- (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

- 26 -

have been announced, threatened or commenced by any Governmental Authority in connection with the Acquisition and Reorganization Transactions, which restrains, impedes or prohibits the Acquisition and Reorganization Transactions or any material part thereof or requires or purports to require a material variation thereof; and

- (d) ATB, Fiera, the Vendors and the Purchaser shall have executed and delivered an agreement (the "**Cost Allocation Agreement**") setting out the allocation of costs in the CCAA Proceedings, which agreement shall be in form and substance satisfactory to them.

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, consented to by the Monitor. 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 Acquisition and Reorganization Transactions 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 that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) 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 completion of the Acquisition and Reorganization Transactions.

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.

- 27 -

5.3 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) 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;
- (b) the representations and warranties of the Vendors set out in Section 7.1 shall be true and accurate in all material respects;
- (c) by no later than one (1) Business Day prior to Closing, JMB shall have terminated all Employees other than the Transferred Employees;
- (d) the Rejected Contracts shall have been disclaimed pursuant to section 32 of the CCAA prior to the Closing Date, or upon Closing shall have vested in ResidualCo;
- (e) the Purchaser and Fiera shall have entered into the Fiera Exit Loan Agreement on terms satisfactory to the Purchaser and Fiera;
- (f) the Purchaser and ATB shall have entered into the ATB Agreement on terms satisfactory to the Purchaser and ATB;
- (g) the Purchaser, ATB, Fiera and certain other Persons shall have entered into the Cooperation Agreement on terms satisfactory to such Persons;
- (h) each of ATB and Fiera shall have made or provided for, in a form that is satisfactory to the Purchaser, their respective Reclamation Contributions in accordance with the Cost Allocation Agreement; and
- (i) there will have been obtained from all appropriate Governmental Authorities and Counterparties such material approvals or consents and such Permits as are required to complete the Acquisition and Reorganization Transactions.

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) copies of the Acquisition and Reorganization Transaction Orders;
- (b) a copy of the Amended Plan as filed with the applicable Governmental Authority;
- (c) the GST election forms prescribed under subsection 167(1) of the ETA, if applicable;
- (d) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (e) the ATB Agreement;
- (f) the Fiera Exit Loan Agreement;
- (g) the Specific Conveyances;
- (h) the Cost Allocation Agreement; and
- (i) any and all such other documentation, execution pages, instruments, records, applications and filings required pursuant to this Agreement, the Acquisition and Reorganization Transaction Orders or the ATB Agreement or that the Vendors and Purchaser determine, acting reasonably, are necessary or desirable in order to complete the Acquisition and Reorganization Transactions (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 and fees;
- (b) the GST election form prescribed under subsection 167(1) of the ETA, if applicable;
- (c) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (d) the ATB Agreement;
- (e) the Fiera Exit Loan Agreement;
- (f) the Cost Allocation Agreement;
- (g) the Specific Conveyances; and

- 29 -

- (h) 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 Acquisition and Reorganization Transaction Orders 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 Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the Acquisition and Reorganization Transaction Orders 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*, RSC 1985, c 1 (5th Supp) 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 Transaction Assets, the Assumed Liabilities or in relation to the Acquisition and Reorganization 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:

JB

- 30 -

- (a) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendors or any of their Representatives in connection with the Transaction Assets, the Assumed Liabilities or the Acquisition and Reorganization Transactions;
- (b) the quality, condition, fitness, suitability, serviceability, or merchantability of any of the Transaction Assets; or,
- (b) the right, title, estate or interest of a Vendor in and to the Transaction 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 Transaction Assets are located or as otherwise required in connection with the Acquisition and Reorganization 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 Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the Acquisition and Reorganization Transaction Orders 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 Acquisition and Reorganization Transaction Orders are obtained, no authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Acquisition and Reorganization Transaction Assets is required by it or on its behalf for the due execution and delivery of this Agreement;
- (e) provided the Acquisition and Reorganization Transaction Orders are obtained, the consummation of the Acquisition and Reorganization 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;

- 31 -

- (f) it has not received notice of any Claims in existence, contemplated, pending or threatened against it seeking to prevent the consummation of the Acquisition and Reorganization Transactions;
- (g) it has sufficient funds available to it to enable it to pay to the Vendors in full that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) the Purchaser is purchasing the legal and beneficial interest in the Acquired Assets and is a registrant for the purposes of Part IX of the ETA and its registration number is 723397733 RT0001; and
- (i) the Purchaser is and will be on Closing a "Canadian" within the meaning of the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

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 April 16, 2021, unless such date is extended by the Parties in writing.

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 subject to Section 9.2, all information regarding the terms of this Agreement and the Purchase Price and any information exchanged or received in connection with 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 negotiation or drafting of this Agreement; provided that the Vendors and the Purchaser shall be entitled to disclose all information as may be required or desirable in connection with obtaining the Acquisition and Reorganization Transaction Orders, 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

- 32 -

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 Acquisition and Reorganization Transactions insofar as is required by Applicable Law (including as may be required to obtain the Acquisition and Reorganization Transaction Orders) 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 Acquisition and Reorganization 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 Acquisition and Reorganization Transactions required from Governmental Authorities (including the Acquisition and Reorganization Transaction Orders) 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.

- 33 -

- (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 Acquisition and Reorganization 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 Transaction 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 Acquisition and Reorganization Transaction Assets or any portion of the Transaction 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 Acquisition and Reorganization 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 Acquisition and Reorganization 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.

- 35 -

11.12 Merger

Except as otherwise provided in this Agreement: (a) this Agreement shall merge with the closing of the Acquisition and Reorganization 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

- 36 -

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 Amended Plan, the Acquisition and Reorganization Transaction Orders or the Acquisition and Reorganization Transactions or any requirements or matters in connection or otherwise related thereto.

- 37 -

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]

JB

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 AND RETAINED VALUE ALLOCATION

(as of March 3, 2021 and subject to Sections 3.2, 3.4 and 3.5)

1. Allocation of Purchase Price

JMB		Amount
(a)	Assigned Contracts	██████████
(b)	Aggregate Pit Agreements	
	JMB Active Royalty Agreements	██████████
(c)	Permits, Books and Records, Miscellaneous Assets	██████████
	Purchase Price	██████████

2. Allocation of Retained Value

JMB		Amount
(a)	Tranche B Inventory of JMB	██████████
(b)	Contracts included in JMB Retained Assets	██████████
(c)	Atlas Shares	██████████
(d)	JMB Equipment	
	Fiera Equipment	██████████
	JMB Equipment other than Fiera Equipment	██████████
(d)	Aggregate Pit Agreements	
	JMB Royalty Registrations	██████████
	JMB Dispositions	██████████
	Reclamation Obligations in respect of JMB Dispositions, JMB Active Royalty Lands and JMB Inactive Royalty Lands	██████████
(e)	JMB Real Property	██████████
(f)	JMB Royalty Registrations associated with JMB Inactive Royalty Agreements	██████████
(g)	Permits, Books and Records, Miscellaneous Assets	██████████
216		
(a)	Tranche A Inventory	██████████
(b)	Tranche B Inventory of 216	██████████
(c)	Aggregate Pit Agreements	
	216 Dispositions	██████████
	Reclamation Costs associated with 216 Dispositions	██████████
	Aggregate Retained Value	██████████

3. **Payment of Purchase Price for Acquired Assets**

Purchase Price			
<i>Less:</i>	Cash payable on Closing		
	Less: Source Deductions		
	Less: accrued vacation pay		
	Plus: Tranche A Inventory		
	Subtotal:		
<i>Less:</i>	Deposit		
<i>Less:</i>	Cure Costs		
<i>Less:</i>	Reclamation Obligations		
<i>Less:</i>	CARC Note		
<i>Less:</i>	Enterprise Contract		
<i>Less:</i>	Assumed Fiera Debt applied to Purchase Price		

4. **Retention of ATB Assumed Debt and that portion of Fiera Assumed Debt not applied to Purchase Price:**

Fiera Assumed Debt	Total Fiera Assumed Debt		
	<i>Less:</i>		
	Fiera Assumed Debt applied to Purchase Price		
	Fiera Assumed Debt allocated to Retained Value		
ATB Assumed Debt	ATB Assumed Debt allocated to Retained Value		
Total Retained Value			

**SCHEDULE B
AGGREGATE PIT AGREEMENTS**

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.

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.

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 had registration number 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 as registration no. 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 as registration no. 17395-01-00.
- (e) Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & 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 will continue to hold JMB Royalty Registration no. 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 will continue to hold JMB Royalty Registration no. 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 SW 34-56-7-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 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 SE-35-58-16-W4M, in respect of which JMB will continue to hold JMB Royalty Registration no. 149949-00-00.
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed Okane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4 and NE 10-57-6-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 263318-00-00.

**SCHEDULE C
ASSIGNED CONTRACTS**

1. Fiera Loan Agreements and Fiera Loan and Security Documents;
2. ATB Loan and Security Documents;
3. Commitment Letter dated January 8, 2018 between Canadian Western Bank and 216, 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:
 - (a) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 080085;
 - (b) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 100085;
 - (c) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110025;
 - (d) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110026;
 - (e) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110045;
 - (f) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110046;
 - (g) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120006;
 - (h) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120100;
 - (i) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110047;
 - (j) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120005; and
 - (k) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 060060;

(such Commitment Letter, security, letters of credit and other documentation contemplated thereby being collectively referred to as the "CWB Agreement");
4. Contracts granting a licence or other right to use the Axon software, the ISNetworkworld software and the software provided by ComplyWorks Ltd.;
5. Non-competition agreement dated March 22, 2019 between 541466 Alberta Ltd., Lisa Ball, Gordon Ball, and JMB.

JB

**SCHEDULE D
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
	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
1980	Midland		48' Tandem Axle Van Trailer	2ATD10186AM110007
1979	Fruehauf	FP9F1271	28' Single Axle Van Trailer	DXV180718
1999	Manac	Super B	Tri-Axle Tool Van Trailer	2M5931033X1062925
2004	Detroit Diesel	Series 60	Diesel Generator	6R753345
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

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
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
	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
2004	Elrus	6X20-3D SC	6' x 20' Portable Screen Plant	M3499ER04SP
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	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEA94375
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEB56034
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
2013	Peterbilt	337	Single Axle Mechanics Truck	2NP2HN8X1DM205263
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX6FD284564
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX8FD284565
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOXXFD284566
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX1FD284567
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX3FD284568
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX5FD284569
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX1FD284570
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX3FD284571
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX5FD284572
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDPOX7FD284573
2013	Peterbilt	367	Tri-Drive Winch Tractor	1XPTP4TX9DD184358
1997	Freightliner	FL60	Single Axle Service Truck	1FV6GJBA0VHH80602
2014	Peterbilt	348	Tandem Axle Water Truck	2NP3LJ0X2EM242007
1996	Arrow		Tandem Axle Jeep	259CSB2XT1073252

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
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
2006	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2A90737307A003528
2007	Arnes		Tri-Axle End Dump Trailer	2A92142498A003884
2008	Arnes		Quad-Axle End Dump Pup Trailer	2A92142408A003885
2008	Arnes		Quad-Axle End Dump Pup Trailer	5L8PH202681013062
2008	Load Max		20' Tandem Axle Equipment 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
2009	Arnes		8' x 21' Tandem Axle Cargo Trailer	2AABDE821X1000122
1999	Argo		Tri-Axle End Dump Trailer	2DEGEDZ3381023677
2008	Doepker		Tri-Axle Scissor Neck Lowboy Trailer	2DESNSZ3161018845
2006	Doepker		Tri-Axle End Dump Trailer	2A9074131FA003583
2015	Arnes		Tri-Axle Trombone Step Deck Trailer	2T9DF513XV1011230
1997	Roadmaster		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2LDS5331DS055478
2013	Lode King	SDS53-3	Single Axle Float Trailer	2ATA06238AM107038
1980	Willcock		Tandem Axle Lube & Tool Van Trailer	2M5920884X1062932
1999	Manac			
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
1998	Stamford	360 kw	Diesel Generator	106V3257

**SCHEDULE E
EXCLUDED DISPOSED 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

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
1997	Great Dane	7911TJW-53	53' Tandem Axle Control Van Trailer	1GRAA0625VB117102
1999	Elrus	2434	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	ER99PC1524
2012	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0CFA97763
2015	Arnes		Tri-Axle End Dump Trailer	2A9073731FA003598
2015	Arnes		Tri-Axle End Dump Trailer	2A9073730FA003575
2015	Arnes		Tri-Axle End Dump Trailer	2A9073738FA003596
2015	Arnes		Tri-Axle End Dump Trailer	2A907373XFA003597
2013	Arnes		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2A9125335DA003461
2015	Arnes		50 ton Tri-Axle Lowboy Trailer	2A9105630FA003016
2007	Dodge	Ram 3500HD	Quad Cab Pickup Truck	3D7MX48A27G781634
2006	Isuzu	20 kw	Diesel Generator	198196/X06D170482
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 S/N:1496808 VIN: 1G9BT1314ED419162
	Global	6GSTAP	6" Trash Pump - Diesel	
			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	
2014	Tyalta		60' Transfer belt conveyor	
2011	Clemro		Portable screen plant	7X20-3D

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
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	
2007	Dodge	3500HD	Diesel Pickup (not running)	
2012	Ford	F150	XL T Pick up Truck	1FTFW1 EF0CFA97763
1997	Great Dane		Power Van plus Tower (Serial Number M3243ER03CT)	1GRAA0625VB117102
2004	Detroit		Series 60 Generator	06R0753345
2011	Kolberg-Pioneer	L3-36125	125' Conveyor	407139
1999	Elrus	2434	125' radial stacking belt conveyor	ER99PC1524 M#2434
			Misc spare crusher parts	
1996	Arrow		Jeep	2L9CSCB2XT1078252
2015	Ames		End Dump Trailer (Trombone 375)	2A9074131FA003583
2015	Ames		End Dump Trailer	2A9073738FA00359
2015	Ames		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Ames		Tri-Axle End Dump Trailer	2A9073733FA003599

3. PMSI Property

Priority Secure Creditor	Year	Manufacturer	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
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

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	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 2806-14
	2014	AMI	C04521	50" x 20" VGF	
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 Wheel Loader C/W 5.5 CYD GP Bucket	85680
Bank of Montreal	2015	AMI	380C6203CC-D06319	Portable Cone Crusher	2836-15
	2015	AMI	CRC380X	CC Plant	
			MVP380X	Terex Rollercone Crusher	TRXR380EOKEL0708
			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

**SCHEDULE F
PERMITTED ENCUMBRANCES**

1. Subject to the Amended SAVO and Amended RVO, the terms and conditions of the Contracts and Aggregate Pit Agreements included in the Transaction Assets, 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 attaching to Transaction Assets 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 or are adjusted to the date of Closing;
3. Defects or irregularities of title to Transaction Assets 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 Transaction 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 Transaction Assets in any manner, including any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Transaction Assets in any manner including to purchase, condemn, expropriate, or recapture any Transaction Assets;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Transaction 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 Transaction 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 Interests in favour of ATB against the Tranche B Inventory and the JMB Real Property;
10. Security Interests in favour of Fiera against the Transaction Assets; and
11. Security Interests in favour of Canadian Western Bank under and pursuant to the CWB Agreement.

**SCHEDULE G
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	Armour Rock	5	5,627
Buksa Pit Elk Point	Des 5 Class 10A	1	32,067
Havener Pit Elk Point	10mm Natural Fines	5	171,149
Havener Pit Elk Point	Des 5 Class 10A	1	219,372
Havener Pit Elk Point	Des 4 Class 20	4	1,000
Havener Pit Elk Point	Armour Rock	5	4,014
Hoye/Kucy Pit	Des 4 Class 40	4	1,500
JMB Pit NW 35-56-6 W4M	Armour Rock	5	8,055
JMB Yard NW 20-61-5 W4M	Des 6 Class 80	6	1,000
JMB Yard NW 20-61-5 W4M	40mm rock	5	74
JMB Yard NW 20-61-5 W4M	Des 2 Class 20	2	4,664
JMB Yard NW 20-61-5 W4M	Des 2 Class 40	2	1,889
JMB Yard NW 20-61-5 W4M	Des 4 Class 20	4	1,772
JMB Yard NW 20-61-5 W4M	Des 2 Class 25	2	4,265
MacDonald Pit	Des 4 Class 20	4	8,500
MacDonald Pit	10mm Natural Fines	5	3,000
MacDonald Pit	12.5mm ACP material	5	4,492
MacDonald Pit	Des 5 Class 10A	1	20,000
MacDonald Pit	Armour Rock	5	6,000
MacDonald Pit	Des 2 Class 20	2	1,000
Megley Pit	10mm ACP material	5	1,390
Megley Pit	12.5mm ACP material	5	1,000
Megley Pit	Des 4 Class 20	4	1,000
Megley Pit	Des 5 Class 10A	1	214,904
O'Kane Pit	Des 5 Class 10A	1	85,684
Shankowski Pit Elk Point	14mm Pea Gravel	5	4,415
Shankowski Pit Elk Point	Des 5 Class 10A	1	257,904
SML110045 JLG 7 - Smokey Lake	FA1 Unwashed screened	1	57,968
SML110045 JLG 7 - Smokey Lake	8mm screened winter sand	1	75,000
SML110045 JLG 7 - Smokey Lake	FA1 Washed screened	1	500
SML110045 JLG 7 - Smokey Lake	FA1 Concrete Course	1	500
SML110045 JLG 7 - Smokey Lake	Natural Washed Weeping Tile	2	200
SML110047 JLG 9 - Smokey Lake	Des 5 Class 10A	1	77,324
SML120005 JLG 10 - Smokey Lake	Des 4 Class 40	4	10,756
SML120005 JLG 10 - Smokey Lake	Des 5 Class 10A	1	1,026,524
SML120005 JLG 10 - Smokey Lake	Des 4 Class 20	4	600
SML120005 JLG 10 - Smokey Lake	Des 2 Class 20	2	500
SML120005 JLG 10 - Smokey Lake	Des 3 Class 12.5C	5	300
Total:			2,315,909

JB

**SCHEDULE H
INTERIM PROJECT MANAGEMENT AGREEMENT**



**SCHEDULE I
REJECTED CONTRACTS**

1. Edmonton Lease.
2. Kalinko Operating Agreement.
3. Royalty Agreement dated as of April 25, 2019 between Dale Glen Duniece and Brockenrock Contracting Ltd. in respect of SML 070045 and DLO 090247.
4. Royalty Agreement dated as of April 25, 2019 between Ashley Duniece and Brockenrock Contracting Ltd. in respect of SML 070048, NW 35-76-25-W4, DLO 090246, DLO 091542 and DLO 101031.
5. Letter of intent dated October 16, 2018 between Bigstone Cree Nation and JMB.
6. Letter agreement dated February 7, 2020 between Carmacks Enterprises Ltd. and JMB.
7. Any Contract between Peter Anton and a Vendor.
8. Any Contract between a PMSI Holder and a Vendor in respect of PMSI Property.

**SCHEDULE J
LIQUIDATED, INVOICED EXCLUDED LIABILITIES**

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
1233498 AB Ltd. Lakeland Health Care	
1360706 AB Ltd. o/a BSB Transport	
1387225 AB Ltd o/a Kabir Holdings	
1577248 AB Ltd o/a Sadhu Trucking	
1679698 Alberta Inc. O/A Big Rig Rags	
1682106 Alberta Ltd. - Edm. Office Cleaner	
1682562 Alberta Ltd.	
1739602 Alberta Ltd o/a Brite-Lite Pilot Truck	
1859694 Alberta Ltd. o/a Greggers Oilfield	
49 North Geospatial	
541466 AB Ltd.	
625039 Alberta Ltd.	
925646 Alberta Ltd. o/a Get Trash'd -Tank'd H2O - Tank'd No2	
945441 Alberta Ltd.	
Accurate Scale Industries Ltd.	
Acuvec Geospatial	
AG Ross Operating Committee	
Air Liquide	
Alberta Sand and Gravel Association	
All Type Electric Inc.	
Allan K. MacDonald	
AL's Contracting A Division of 848875 Alberta Ltd.	
Amar Trucking Ltd.	
American Express Card	
Arjun Transport Ltd.	
Astec Safety Bonnyville	
Astracom Canada	
ATB	
Athabasco Oilsands	
Avant Garde Technology Inc.	
Axon Development Corporation	
Azad Transport Ltd.	
Azad Trucking Ltd.	
B & R Eckel's Transport Ltd	
Babiuk Trucking Ltd.	
Basin Environmental Ltd.	
BDI Canada Inc.	
Bell Mobility	
Bell Mobility DBA Bell Distribution	
Bennett Jones LLP	
Blake, Cassels & Graydon LLP	
BMO Transportation Finance	
Bonnyville Water Conditioning Ltd.	
Bonnyville Welding Ltd.	
Border Solutions Law Group	
Bosch Hydraulic Connections Ltd.	
Brazilian Canadian Coffee (Alberta) Inc.	
Brokenrock Contracting Ltd.	
Brydon Trucking & Picker Service Ltd.	
Budget Landscaping & Contracting	
Bumper to Bumper Hanna	
Canadian Surveyors Ltd.	
Canalta Hotel	
CannAmm Limited Partnership	
Carmacks Enterprises Ltd.	
CAT Commercial Revolving Card	
Caterpillar Financial	

JB

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Caterpillar Financial Services Limited	
CERA Contracting	
Certified Laboratories	
Charette Pell Poscente Environmental Corp.	
Chieftain Equipment Ltd.	
CN Customs Brokerage Services (USA) Inc	
County of St. Paul	
County of St. Paul No. 19	
CRA voluntary disclosure	
Craigmyle Oilfield Services Ltd.	
Danny's Picker Service Ltd.	
DB Kidd Transport	
DEX Consulting Inc.	
Digital Connection Inc.	
Direct Drug Testing	
Direct Energy Regulated Services	
DLA Piper (Canada) LLP	
Doug Megley	
Ducharme Motors Ltd.	
Edmonton Kenworth Ltd	
Edward O'Kane Estate	
ELRUS INC.	
EPCOR	
Ernst & Young Inc.	
Fiera	
Finning Cat	
Flashpoint Electric Inc.	
Ford Credit	
Fountain Tire	
Francotyp-Postalia Canada Inc.	
Gail Havener	
Goodyear Canada Inc.	
Government of Alberta	
Grant Thornton LLP	
Green Leaf Enterprises	
GST	
Guri Trucking Ltd.	
Hajran Trucking Ltd.	
Hanna Weldingrods	
Harold Tad Reed	
Heavy Metal Truck Wash	
Hilltop Motor Inn	
Hi-Way 9 Express Ltd.	
Imperial Oil Fleet-acct#43988	
IROC Service Supply INC.	
J.R. Paine & Associates Ltd.	
Jasmeet Transport Ltd.	
JMKD Trucking Ltd.	
Jo Kat Lodge	
Jo Kat Store / LS Fam Holdings Inc.	
John H. C. Pinsent Professional Corporation	
K.G. Enterprises	
Kalinko Enterprises Ltd.	
Keyanew Enterprises Ltd	
Khosa Trucking Ltd.	
Komatsu Financial	
KPMG LLP	
Krawchuk Land Surveys Ltd	
Lac La Biche Transport Ltd.	
Lakeland Co-op Petroleum Services	
Lakeland Fire & Safety	
Lamont County	

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Laprairie Crane	
Leroux Power Systems Ltd.	
Lift Interactive Inc.	
Link Energy	
Location Cats Ltd	
Luff Industries LTD	
Maintenance Enforcement Program	
Maki Services	
Mannville Farming Co.	
Martushev Logging Ltd.	
Mastercard	
Matichuk Equipment (1991) Ltd	
Matt Silver Trucking Ltd.	
Maureen Oskoboiny	
Messer Canada Inc., 15687	
Microage	
Microtel Inn & Suites Bonnyville	
Miller Thomson LLP	
Mistassini Aboriginal Contractors Ltd.	
Mormak Equipment Inc	
Morneau Shepell	
Neuman Thompson Barristers/Solicitors	
Northern Source Rentals Inc.	
Northern Truck -(NAPA)	
NPR Limited Partnership	
Ogilvie LLP	
onConference	
Open Door Technology Inc.	
Permit Plus Inc.	
Peter Anton	
Petro Canada Acct#70892 25072	
Petro-Canada Lubricants Inc.	
Proven Financial	
Provincial & Federal Income Tax Assessed	
Provision for additional interest penalty	
Quest Disposal and Recycling Inc.	
R. Maxwell & Associates Ltd.	
R.L. Rurka Sales & Service Inc.	
RBee Aggregate Consulting Ltd.	
Recycle West	
REDA Enterprises Ltd.	
RED-L Distributors Ltd.	
Relay Distributing	
Renegade Gas & Oilfield Services Ltd.	
Ricoh Canada Inc.	
RLC Aggregate Equipment O/A 1639352 AB Ltd.	
Robert Half Management Resources	
Rosalind Colony Farming	
Rosemariechelle Karikitan	
RSC Trucking Ltd.	
RSM Canada LLP	
S & R Gill Carrier Transport Ltd.	
Safe-Net Group Inc.	
Safety Buzz Ltd.	
Shamrock Valley Enterprises Ltd.	
Shaw Business	
Shred-It, C/O Stericycle ULC	
Silver Springs Management LTD	
Sinclair Plumbing & Heating (Hanna) Ltd.	
Site Ventures Inc.	
SLH Picker Service & Pile Driving	
Smoky Lake County	

JB

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
SMS Equipment Inc.	
Spec Aggregate	
SRM Piloting	
St. Paul Towing	
Stahl Peterbilt Inc.	
Stewart Sales & Rentals	
Stony Valley Contracting Ltd.	
StraightVac Services Ltd.	
Strongco Limited Partnership	
Summit Trailer Ltd.	
Sun Life Assurance Company of Canada	
Superior Propane Inc.	
Superior Safety (2005) Ltd.	
TD Equipment Finance	
Telephone Connections	
The Estate of Helen Havener	
Town of Bonnyville	
Travelodge Drumheller	
UAV Imaging Inc.	
UniFirst Ltd.	
United Farmers of Alberta	
United Rentals of Canada, Inc.	
Vallen Canada Inc.	
Valley Blades Limited	
Velocity Geomatics Inc	
Volvo Financial	
Volvo Financial Services	
Volvo Smart Card Payable	
W.S. Tyler Ltd. (Haver & Boecker Canada)	
Wearpro Equipment & Supply Ltd.	
Western Budget Motel	
Wex Canada Ltd. (formerly Shell Canada)	
Workers Compensation Board	
WTI Rentals Ltd.	
Total	

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 24TH DAY OF MARCH, 2021



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

JAMES STADLER BURG
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BARRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 443-7661

AMENDED AND RESTATED 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

March 3, 2021

TABLE OF CONTENTS

Page

AB

AMENDED AND RESTATED PURCHASE AGREEMENT

THIS AGREEMENT made as of the 3rd day of March, 2021.

BETWEEN:

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

- and -

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

CONTEXT:

A. The Vendors applied to the Court of Queen's Bench of Alberta (the "**Court**") for protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-35, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceedings**"), and pursuant to an Order of the Honourable Justice K.M. Eidsvik (the "**Initial Order**") pronounced on May 1, 2020 (the "**Filing Date**"), as subsequently amended and restated on May 11, 2020, the Court declared that the Vendors were companies to which the CCAA applied, stayed all proceedings against the Vendors, appointed FTI Consulting Canada Inc. as monitor of the Vendors (the "**Monitor**"), and approved a sale and investor solicitation process (the "**SISP**") for the solicitation of offers for the sponsorship of the Original Plan or the purchase and sale of the business and assets of the Vendors.

B. Pursuant to a Sale Proposal (as defined in the SISP) submitted by ~~Mantle~~the Purchaser to the Monitor, the Vendors entered into an amended and restated asset purchase agreement dated September 28, 2020, as amended October 2, 2020 (such asset purchase agreement as amended being the "**Original APA**"), pursuant to which the Vendors were to sell and the Purchaser was to purchase certain assets of the Vendors and assume certain liabilities upon and subject to the terms and conditions set forth in the Original APA.

C. The Court pronounced a sale approval and vesting order (the "**Original SAVO**"), assignment order under section 11.3 of the CCAA (the "**Original Assignment Order**"), reverse vesting order (the "**Original RVO**") and sanction order (the "**Original Sanction Order**") on October 16, 2020, which Original Sanction Order approved a plan of arrangement under the CCAA and BC BCA (the "**Original Plan**").

D. The Original APA was conditional, *inter alia*, upon Alberta Environment & Parks (the "**AEP**") approving transfers of certain Permits and Dispositions, and the Parties have been unable to obtain a commitment from the AEP to grant such approvals.

E. The Parties have agreed to amend and restate the Original APA and the Original Plan and apply to the Court for Orders amending and restating the Original SAVO, the Original RVO and the Original Sanction Order, subject to the terms and conditions set out in this Agreement.

- 2 -

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:

"216" is defined in the introductory paragraph of this Agreement.

"216 Inventory" means Inventory located on the 216 Disposition Lands.

"216 Disposition Lands" means the lands subject to one or more 216 Dispositions.

"216 Dispositions" means the Dispositions listed on **Schedule B** under the heading "216 Dispositions".

"216 Miscellaneous Operational Contracts" means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to 216 Dispositions and 216 Disposition Lands.

"216 Reserves" means the Aggregate Reserves located in and under the 216 Disposition Lands.

"216 Retained Assets" means the 216 Dispositions, 216 Disposition Lands, 216 Reserves in and thereunder, 216 Permits, 216 Inventory and 216 Miscellaneous Operational Contracts.

"216 Permits" means any Permits held by 216 relating to the Aggregate Pits subject to 216 Dispositions.

"Accounts Receivable" means all accounts receivable and other amounts due, owing or accruing due to a Vendor, including bills receivable, trade accounts, book debts employee loans and advances, supplier rebate accruals, freight prepaid and charged and insurance claims due to the Vendor resulting from the sale of goods or services in the ordinary course of the business, and including any cash balances held by a Vendor or the Monitor prior to Closing, but excluding any Bonnyville Proceeds.

"Acquired Assets" means the Business, the Assigned Contracts, the JMB Active Royalty Agreements and the interest in the JMB Active Royalty Lands and JMB Reserves thereunder, ~~the Atlas Shares~~, the Books and Records and the Miscellaneous Assets.

"Acquisition and Reorganization Transaction Orders" means, collectively, the Amended SAVO, the Amended RVO, the Amended Sanction Order and the Amended Assignment Order.

"Acquisition and Reorganization Transactions" means the transactions provided for or contemplated in this Agreement, including the transfer, vesting and assignment of the Acquired Assets in the Purchaser pursuant to the Amended SAVO and the Amended Assignment Order, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in

- 3 -

ResidualCo and the assumption by ResidualCo of the Excluded Liabilities pursuant to the Amended RVO, and the transactions and steps contemplated by the Amended Plan and Amended Sanction Order, and "**Transaction**" means any one of them.

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

"**Adjustment Time**" means 11:59 pm on the Closing Date.

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

"**AEP**" is defined in Recital D.

"**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 purchase agreement, which amends and restates the Original APA, 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 subject to an Aggregate Pit Agreement.

"**Aggregate Pit Agreements**" means the 216 Dispositions, the JMB Dispositions and the JMB Royalty Agreements identified on **Schedule B** 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.

"**Amended Assignment Order**" is defined in Section 2.4(d).

"**Amended Plan**" is defined in Section 2.3.

"**Amended RVO**" is defined in Section 2.4(b).

"**Amended Sanction Order**" is defined in Section 2.4(c).

"**Amended SAVO**" is defined in Section 2.4(a).

"**Andrychuk Royalty Agreement**" means the Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

- 4 -

"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 the Contracts listed on **Schedule C** together with 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 or disclaimed under section 32 of the CCAA.

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

"Assumed Liabilities" is defined in Section 2.5.

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

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

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

"BC BCA" means *Business Corporations Act*, SBC 2002, c 57.

"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 Supply Contract" means the supply agreement entered into November 1, 2013 between the Municipal District of Bonnyville No. 87 and JMB, 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.

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

JB

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

"Bonnyville Proceeds" means any amounts paid or payable to JMB under the Bonnyville Supply Contract in respect of the extraction and processing of Aggregate and its sale to the Municipal District of Bonnyville No. 87 during the 2021 calendar year, provided, however, that the term "Bonnyville Proceeds" shall be limited to include only any such amounts which: (i) are derived during the 2021 calendar year; and, (ii) have been funded by the Purchaser or CARC, as set out in, and pursuant to, the Interim Project Management Agreement.

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

"Business" means the business carried on by the Vendors specifically utilizing the Transaction Assets including the operation of the Aggregate Pits and the extraction, processing, sale and transportation of Aggregates therefrom, and the goodwill associated therewith.

"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 Recital A.

"CARC Advance" is defined in Section 3.3.

"CCAA Proceedings" is defined in Recital A.

"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 Acquisition and Reorganization Transactions on the Closing Date, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents.

- 6 -

"Closing Date" means 12:00 p.m. (Mountain Time) on the second (2nd) Business Day immediately following the date that the conditions precedent in Sections 5.1, 5.2 and 5.3 are satisfied or waived 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~~the Sale 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~~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.

"Cost Allocation Agreement" is defined in Section 5.1(d).

"Court" is defined in Recital A.

"Cure Costs" means:

- (a) the aggregate amount of any monetary defaults under a ~~Restricted Agreement~~Contract 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 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 Transaction Assets.

"Deposit" is defined in Subsection 3.3.

"Disposition" means a disposition of land of the Crown in right of Alberta under the *Public Lands Act*, RSA 2000, Ch. P-40.

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

- 7 -

"Edmonton Lease" means the lease dated May 31, 2019 between 9046-22 Ave Inc. as landlord and JMB 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 Contract" means the master equity lease agreement dated August 27, 2019 in respect of open-end (equity) lease schedule between JMB and Enterprise Fleet Management, relating to the Enterprise Equipment.

"Enterprise Equipment" means a 2019 Ford F-15- XLT 4x4 SuperCrew Cab Styleside 6.5, Unit 239DGD, VIN 1FTFW1E52KFC66669.

"EPEA" means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 and the regulations thereunder, including the Code of Practice for Pits issued thereunder.

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

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

"Excluded Disposed Assets" means (a) any right, title or interest of JMB or 216 in or to the Fiera Disposed Equipment or the Fiera Eastside Equipment, (b) any Rejected Contracts that have been disclaimed by the Vendor party thereto under section 32 of the CCAA, and (d) any other property or assets disposed of by a Vendor between the Filing Date and Closing.

"Excluded Inventory" means (a) approximately 10,201.82 tonnes of Inventory currently 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 (1/2") asphalt material; (b) ~~4,415~~ approximately 7,900 tonnes of Inventory categorized as 14 mm consisting of pea gravel and 7,500 tonnes of Inventory located on the Lands subject to the Shankowski Royalty Agreement, to the extent that such Aggregate is not owned by; (c) Inventory 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; and (ed) the Inventory on the lands subject to the Kalinko Operating Agreement.

"Excluded Liabilities" is defined in Section 2.6.

"Excluded ResidualCo Assets" means (a) the PMSI Property, (b) the Excluded Inventory, (c) the Accounts Receivable, (d) the Excluded Books and Records, (e) the JMB Inactive Royalty Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder, and (f) any Rejected Contract which has not been disclaimed under section 32 of the CCAA.

- 8 -

"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 Amended 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 DE** under the heading "Fiera Disposed Equipment".

"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 DE** under the heading "Fiera Eastside Equipment".

"Fiera Equipment" means the equipment listed on **Schedule CD** 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 JMB under the Fiera Loan Agreements.

"Fiera Loan Agreements" means, collectively, the loan agreement effective October 7, 2019 between JMB as borrower, Eastside and 216 as guarantors, and Fund VI as lender and the amended and restated loan agreement effective December 14, 2018 between JMB 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 Recital A.

"Final Adjustment Date" is defined in Section 3.6(c).

"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.

"Gagne Real Property" means the lands and premises legally described as all that portion of the South West Quarter of Section Eleven (11), Township Fifty Seven (57), Range Six (6), West of the Fourth Meridian, lying to the west of the westerly limit of land required for railway purposes, as shown on Plan 7521297 and south of the south limit of Road Plan 3445BM, containing 7.17 hectares (17.72 acres) more or less excepting thereout all mines and minerals and the right to work the same.

- 9 -

“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 Royalty Agreement” means the 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 as registration no. 17395-01-00.

“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.

“Initial Order” is defined in [Recital A](#).

“Interim Financing Agreement” means [the interim financing agreement dated April 30, 2020 between CARC as lender and the Vendors as borrower pursuant to which CARC created an interim credit facility to provide working capital to the Vendors during the CCAA Proceedings.](#)

“Interim Period” is defined in Section 4.3(a).

“Interim Project Management Agreement” means the interim project management agreement between JMB and the Purchaser pursuant to which the Purchaser arranges the provision of working capital pursuant to the Interim Financing Agreement for and manages the operations required in order to permit the performance of JMB’s obligations under the Bonnyville Supply Contract, which agreement is substantially in the form attached as **Schedule H**.

“Inventory” means extracted Aggregate owned by JMB or 216 or in which JMB or 216 has an interest.

“JMB” is defined in the introductory paragraph of this Agreement.

“JMB Active Royalty Agreements” means the Royalty Agreements listed on **Schedule B** under the heading 3 which are listed as the “JMB Active Royalty Agreements”.

“JMB Active Royalty Lands” means the lands subject to one or more JMB Active Royalty Agreements.

JB

- 10 -

"JMB Disposition Lands" means the lands subject to one or more JMB Dispositions.

"JMB Dispositions" means the Dispositions listed on **Schedule B** under the heading "JMB Dispositions".

"JMB 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 Lands, the Aggregate Pits or at the Edmonton Premises.

"JMB Inactive Royalty Agreements" means the Royalty Agreements listed on **Schedule B** under the heading 4 which are listed as the "JMB Inactive Royalty Agreements".

"JMB Inactive Royalty Lands" means the lands subject to one or more JMB Inactive Royalty Agreements.

"JMB Inventory" means Inventory located on the JMB Disposition Lands, JMB Active Royalty Lands and JMB Inactive Royalty Lands.

"JMB Miscellaneous Operational Contracts" means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to JMB Dispositions, JMB Disposition Lands, JMB Active Royalty Agreements and JMB Active Royalty Lands.

"JMB Permits" means any Permits held by JMB relating to the Aggregate Pits subject to JMB Dispositions or and JMB Active Royalty Agreements or JMB Inactive Royalty Agreements, including the JMB Royalty Registrations.

"JMB Real Property" means the lands and premises owned by JMB 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 Reserves" means the Aggregate Reserves located in and under the JMB Disposition Lands and the JMB Active Royalty Lands.

"JMB Retained Assets" means (a) the JMB Equipment, (b) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands thereunder, (c) the JMB Real Property and the Gagne Real Property, (d) the JMB Royalty Registrations and other JMB Permits, (e) the JMB Inventory, (f) the Contracts consisting of the Bonnyville Supply Contract, the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, the Bonnyville Lease, and the JMB Miscellaneous Operational Contracts, (g) the Atlas Shares, and (gh) Inventory 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.

"JMB Royalty Agreements" means, collectively, the JMB Active Royalty Agreements and the JMB Inactive Royalty Agreements.

- 11 -

“**JMB Royalty Registrations**” means the registrations held by JMB under the EPEA in respect of the Aggregate Pits located on the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.

“**Kalinko Operating Agreement**” means the sand & gravel operating agreement made as of June 12, 2012 between Tim Kalinski, Jessica Brennan, Matthew Kalinski, Zachariah Kalinski, ~~Elisha~~Alisha Kalinski, Kalinko Enterprises Ltd. and JMB, as amended by agreement revision number 1 dated June 12, 2017, as further amended from time to time.

“**Lafarge**” is defined in **Schedule B**.

“**Lands**” means: (a) the 216 Disposition Lands, the JMB Disposition Lands and the JMB Active Royalty Lands; (b) the JMB Real Property; ~~and~~ (c) the Bonnyville Lands, and (d) Gagne Real Property.

“**Letter of Intent**” means the Qualified LOI dated June 19, 2020 provided by CARC to the Monitor and the ~~Sales Agent~~Sale Advisor in accordance with the SISP.

“**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.

~~“**Lossee**” 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.~~

“**Minority Shares**Securities” means all shares in the capital of JMB other than the Class A JMB Shares and all other securities issued by JMB.

“**Miscellaneous Assets**” means, collectively: (a) 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; (b) all rights, claims or causes of action by or in the right of a Vendor against any Person other than Accounts Receivable; and (c) any other property or assets as may be expressly agreed to by the Purchaser and the Vendors in writing prior to the Closing.

“**Miscellaneous Closing Documents**” is defined in Section 6.2(i).

“**Monitor**” is defined in Recital A.

JB

- 12 -

“**Non-Recourse Event**” is defined in the Amended Plan.

“**Notice**” is defined in Section 11.13.

“**Orders**” means orders of the Court or any appellate or review court therefrom in the CCAA Proceedings, and “**Order**” is any one of the Orders.

“**Original APA**” is defined in Recital B.

“**Original Assignment Order**” is defined in Recital C.

“**Original Plan**” is defined in Recital C.

“**Original RVO**” is defined in Recital C.

“**Original Sanction Order**” is defined in Recital C.

“**Original SAVO**” is defined in Recital C.

“**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 the AEP under any of the EPEA and/or PLA.

“**Permitted Encumbrances**” means any Liens, Claims or interests identified in **Schedule F** hereto or as otherwise set out and defined as such in the Amended 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.

“**PLA**” means the *Public Lands Act*, RSA 2000, c P-4 and all regulations thereunder.

“**PMSI Holder**” means a holder of a purchase money security interest.

“**PMSI Property**” means personal property listed on **Schedule E** under the heading “PMSI Property”.

“**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 and Retained Value Allocation**” is defined in Section 3.2.

- 13 -

“**Purchaser**” is defined in the introductory paragraph of this Agreement.

“**Reclamation Contribution**” means the contribution of ATB or Fiera to the Reclamation Obligations relating to the JMB Inactive Royalty Lands provided for in the Cost Allocation Agreement.

“**Reclamation Obligations**” means the reclamation and remediation obligations in respect of the Aggregate Pits under the EPEA and the PLA.

“**Rejected Contract**” means any Contract to which a Vendor is party which is not an Assigned Contract, a JMB Retained Asset or a 216 Retained Asset, including the Contracts listed on Schedule I.

“**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.

“**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.

“**ResidualCo**” means 2324159 Alberta Inc.

“**Restricted Agreement**” means an Assigned Contract 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.

“**Retained Value**” is defined in Section ~~3.23.1~~.

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

“**Royalty Agreement**” means a Contract consisting of an aggregate royalty agreement between a Third Party and JMB under which, *inter alia*, such Third Party grants to JMB, 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**” is defined in the SISP.

“**Sale Transaction**” means the purchase and sale of the Acquired Assets provided for in this Agreement and the Amended 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

- 14 -

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 Royalty Agreement" means the 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 as registration no. 308161-00-00.

"SISP" is defined in Recital A.

"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.

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

"Tranche A Inventory" means the Inventory 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.

"Tranche B Inventory" means the Inventory listed on **Schedule G** which is located on (a) the Lands subject to the Havener Royalty Agreement, the Shankowski Royalty Agreement, (b) the 216 Dispositions identified as SML 110045, SML 110047 and SML 120005, and (c) the Bonnyville Lands.

"Transaction Assets" means the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets, and **"Transaction Asset"** means any one of the Transaction Assets.

"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 4.2.

~~**"Unrestricted Agreement"** means an Assigned Contract that is not a Restricted Agreement.~~

"Vendor" and **"Vendors"** is defined in the introductory paragraph of this Agreement.

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;



- 15 -

- (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 and Retained Value Allocation
Schedule B	-	Aggregate Pit Agreements
Schedule C	-	Assigned Contracts
Schedule D	-	Fiera Equipment
Schedule E	-	Excluded Equipment
Schedule F	-	Permitted Encumbrances
Schedule G	-	Tranche B Inventory
Schedule H	-	Interim Project Management Agreement
Schedule I	-	Rejected Contracts
Schedule J	-	Liquidated, Invoiced Excluded Liabilities

ARTICLE 2 ACQUISITION AND REORGANIZATION TRANSACTIONS

2.1 Acquisition and Reorganization Transactions

- (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 and Purchaser shall carry out the Acquisition and Reorganization Transactions pursuant to this Agreement and the Acquisition and Reorganization Transaction Orders, with the effect, *inter alia*, as follows:
 - (i) all of the right, title benefit, estate and interest of the Vendors in and to the Acquired Assets shall be transferred, conveyed, assigned and delivered to the Purchaser, free and clear of all Claims and Liens other than Permitted

- 16 -

- Encumbrances, pursuant to the Amended SAVO and Amended Assignment Order;
- (ii) the JMB Retained Assets shall be retained by JMB but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the JMB Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iii) the 216 Retained Assets shall be retained by 216 but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the 216 Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iv) the Class A JMB Shares shall be transferred from CARC to RLF Holding pursuant to the Amended Sanction Order;
 - (v) the Minority Securities shall be redeemed by JMB for no consideration and cancelled pursuant to the Amended Sanction Order; and
 - (vi) the Excluded ResidualCo Assets shall be transferred, conveyed, assigned and delivered to ResidualCo pursuant to the Amended RVO for no consideration payable by ResidualCo to the Vendors, but the Excluded ResidualCo Assets shall remain subject to all Claims and Liens attaching thereto.
- (b) Following Closing, JMB and 216 shall retain possession of the Excluded Books and Records and grant full access thereto to (i) ResidualCo, (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) The Closing of the Acquisition and Reorganization Transactions shall be on the Closing Date.
 - (d) For greater certainty, the Excluded Disposed Assets and any right, title or interest of JMB or 216 therein are expressly excluded from the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets.

2.2 Title to Transaction Assets

The Purchaser acknowledges and agrees that title to the Transaction Assets will be subject to any Permitted Encumbrances attaching thereto. Any Claim or Lien registered against the right, title and interest of a Vendor in and to a Transaction Asset that is not a Permitted Encumbrance shall be vested from and discharged as against such Transaction Asset pursuant to the Amended SAVO or the Amended RVO, as applicable.

2.3 Amended Plan

Promptly following the execution of this Agreement, JMB and the Purchaser shall file an amended and restated plan of arrangement jointly under the CCAA and the BC BCA (the "Amended Plan") which provides, *inter alia*, as follows:

- 17 -

- (a) all issued and outstanding Minority Securities 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 for no consideration;
- (c) all issued and outstanding shares in the capital of 216, other than the shares held by JMB, shall be redeemed for no consideration and cancelled;
- (d) ~~(e)~~ 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 that portion of the ATB Assumed Debt relating to:
 - (i) the 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 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 Tranche B Inventory and the proceeds thereof; and
 - (ii) 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, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining ATB Debt as provided for in section 2.1(b) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining ATB Debt in accordance with the Amended RVO; and

- (e) ~~(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 Transaction Assets and other property and assets of the Purchaser, JMB and 216, on the terms set out in the Fiera Exit Loan Agreement, provided that, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining Fiera Debt in accordance with section 2.1(c) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining Fiera Debt in accordance with the Amended RVO.

2.4 Court Orders to Implement the Acquisition and Reorganization Transactions

Promptly following the execution of this Agreement, the Vendors and the Purchaser shall apply to the Court, on notice to any Persons on the Service List in accordance with the Caselines Order, to any Person that holds or claims a Lien in or attaching to any of the Transaction Assets or Excluded ResidualCo Assets, or any other Person identified by the Purchaser, including uploading the relevant materials to the CaseLines Filesite, to obtain the following Orders, which

- 18 -

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:

- (a) an Order (the “**Amended SAVO**”) amending and restating the Original SAVO, authorizing and approving this Agreement and the Acquisition and Reorganization Transactions, and vesting all of the right, title and interest of JMB and 216 in the Acquired Assets in and to the Purchaser, free and clear of all and Liens and Liabilities other than Permitted Encumbrances and Assumed Liabilities;
- (b) an Order (the “**Amended RVO**”) amending and restating the Original RVO to:
- (i) vest in ResidualCo all of the right, title and interest of JMB and 216 in the Excluded ResidualCo Assets, but subject to any Excluded Liabilities or Encumbrances securing or assuring the payment and performance of any Excluded Liabilities, such that (A) neither JMB nor 216 shall have any further obligation or liability under or in respect of any Excluded 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 Amended Plan, and (B) ResidualCo shall be liable to all Persons to whom any Excluded Liabilities are owed; ~~and~~
- (ii) require that ResidualCo permit JMB with access ~~by JMB~~ to the JMB Inactive Royalty Lands in order to permit JMB to perform reclamation work thereon and sell any JMB Inventory located thereon;
- (iii) confirm, and pursuant to the Amended Original RVO shall record, the vesting in Eastside of all the right, title and interest of JMB in the Fiera Eastside Equipment, and the direction that all PMSI Holders take possession of and realize upon the PMSI Property against which they have prior ranking Security Interests and requiring them to account to the Monitor and JMB in respect thereof; and
- (iv) pursuant to section 11.1 of the Original RVO CCAA, (A) declare certain rents, royalties and interest payable to the AEP under certain 216 Dispositions which accrued prior to the Filing Date are unsecured claims under section 19 of the CCAA, (B) stay the exercise by the AEP of powers or remedies against 216 or JMB in respect of such payments or as result of the CCAA Proceedings or insolvency of the Vendors, or against the current directors of the Vendors, and (C) reserve the right of the Vendors and Purchaser to apply to the Court for relief under section 11.1(3) of the CCAA in the event of a dispute between them and the AEP with respect to the terms of any reclamation plans or updated activity reports or the quantum of any reclamation security where such dispute, if unresolved, could render the Acquisition and Reorganization Transactions unviable and such relief is not contrary to the public interest;
- (c) an Order (the “**Amended Sanction Order**”) amending and restating the Original Sanction Order, sanctioning the Amended Plan ~~and providing relief under section 11.1 of the CCAA;~~

JB

- 19 -

- (d) an Order (the "**Amended Assignment Order**") amending and restating the Original Assignment Order to delete (i) paragraph 14 of the Original Assignment Order, (ii) the bonds issued by Northbridge General Insurance Corporation, the Bonnyville Supply Contract and the Enterprise Contract from Schedule "A" to the Original Assignment Order, and (iii) Schedule "B" to the Original Assignment Order; and
- (e) such other Orders as reasonably required by the Purchaser in support of the foregoing.

2.5 Assumed Liabilities

Upon the satisfaction or waiver of the conditions in Sections 5.1, 5.2 and 5.3, effective on the Closing, the following Liabilities shall be assumed by the Purchaser or retained by JMB and 216, as applicable (collectively, the "**Assumed Liabilities**"):

- (a) the Purchaser shall be deemed to have assumed in payment of the Purchase Price the liabilities described below and in Schedule A"
 - (i) any Cure Costs owing in respect of Assigned Contracts;
 - (ii) pursuant to the terms of the Amended Plan, that portion of the Fiera Assumed Debt referred to in Part 3 of Schedule A under the heading "Payment of Purchase Price for Acquired Assets";
 - (iii) the ~~Source Deductions,~~ amounts listed in Part 3 of Schedule A under the heading "Payment of Purchase Price for Acquired Assets" on account of Cure Costs, Reclamation Obligations, vacation pay-claims, claims under clause owing the one or both of the Vendors, Source Deductions and the Enterprise Contract;

all as reflected in part 3 of Schedule A;
- (b) JMB and 216 shall ~~retain:~~
 - (i) ~~underpursuant to~~ the Amended RVO, continue to be indebted and liable for that portion of the Fiera Assumed Debt referred to in clause 4 on Schedule A;
 - (ii) pursuant to the Amended RVO, continue to be indebted and liable for the ATB Assumed ATB Debt; and
 - (iii) continue to be responsible for the Reclamation Obligations relating to the Aggregate Pits located on the 216 Disposition Lands; ~~and~~
 - (iv) ~~the other Liabilities reflected on Schedule A as clause A.~~
 - (c) ~~JMB shall remain liable for the Reclamation Obligations relating to the Aggregate Pits located on~~ the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands; ~~;~~

- 20 -

- (c) ~~(d)~~ The Purchaser shall assume any Liabilities with respect to Transferred Employees accruing or arising subsequent to the Adjustment Time; and
- (d) ~~(e)~~ The Purchaser, JMB and 216 shall ~~assume any~~ each be responsible for Liabilities arising or accruing subsequent to the Adjustment Time from or with respect to the Transaction Assets ~~accruing or arising subsequent to the Adjustment Time~~ in which they have an interest.

2.6 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not assume or be deemed to have assumed, be obligated to assume or be obligated to pay, perform or otherwise discharge, and the Vendors shall not remain indebted or liable for or obligated to pay, perform or otherwise discharge, any Liabilities other than the Assumed Liabilities (all such Liabilities other than the Assumed Liabilities being the "Excluded Liabilities"). For greater certainty, the Excluded Liabilities include the liquidated, invoiced Excluded Liabilities listed on **Schedule J**.

2.7 Binding Agreement

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

2.8 Acknowledgement of the Purchaser as Condition of Transaction Assets

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

- (a) in entering into this Agreement, the Purchaser has had an opportunity to conduct any and all due diligence regarding the Transaction Assets, the Assumed Liabilities Business and the Vendors, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of the Transaction Assets, any Contracts included therein and any Assumed Liabilities and the Transaction Assets, including, without limitation, the physical and environmental condition of the Transaction Assets, and upon its review of the Data Room Information;
- (b) the Transaction Assets are being acquired and retained on an "as is, where is" basis as of the Closing Date;
- (c) 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 Transaction Assets, the Assumed Liabilities or the Vendors, or the accuracy or completeness of any information provided in connection therewith;
- (d) except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including

- 21 -

all equitable, common law, tort, contractual, and statutory rights and remedies) against the Vendors, the Monitor, the ~~Sales~~Sale Advisor and their Representatives or in respect of the Transaction Assets, the Assumed Liabilities, the Acquisition and Reorganization 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);

- (e) the Sale Advisor and the Monitor (and their respective Representatives) shall have no obligations or responsibility to the Purchaser with respect to any matter relating to the SISF, this Agreement, the Transaction Assets or the condition thereof, the Assumed Liabilities, the Acquisition and Reorganization Transactions, the Acquisition and Reorganization Transaction Orders, or any other matter in connection with or pursuant to any of the foregoing or in any manner, whatsoever, related thereto; and
- (f) this Section 2.8 shall survive and not merge on Closing.

ARTICLE 3 PURCHASE PRICE, PAYMENT AND RETAINED VALUE

3.1 Purchase Price and Retained Value

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] (the "Purchase Price"), together with any taxes payable under Section 3.5. The retained value of the 216 Retained Assets and JMB Retained Assets shall be [REDACTED] (the "Retained Value").

3.2 Allocation of Purchase Price and Retained Value

The Parties agree the Purchase Price shall be allocated amongst the Acquired Assets and between the Vendors, and the ~~value allocated to~~ Retained Value of the 216 Retained Assets and JMB Retained Assets ~~(collectively, the "Retained Value")~~ shall be allocated amongst the 216 Retained Assets and JMB Retained Assets, in the manner set forth in **Schedule A**, subject in the case of the Purchase Price 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 Tranche B Inventory (the "**Purchase Price and Retained Value Allocation**"), which shall not affect the Purchase Price, only the allocation thereof. Where the Purchase Price and Retained Value 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 and Retained Value 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 JMB as a protective disbursement immediately prior to the commencement of the CCAA Proceedings the sum of [REDACTED]

- 22 -

██████████ (the "CARC Advance") and that pursuant to the Initial Order, JMB 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 any Cure Costs under Assigned Contracts;
- (c) by the assumption of the ATB Assumed Debt and the Fiera Assumed Debt pursuant to the Amended 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 ██████████ on account of Tranche A Inventory;
- (e) by 216 remaining liable for the Reclamation Obligations in respect of the 216 Disposition Lands;
- (f) by JMB remaining liable for the Reclamation Obligations relating to the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;
- (g) subject to any adjustments under Section 3.6, by the payment of cash in the amount of ██████████, plus any applicable taxes or other amounts payable by the Purchaser under Section 3.5; and
- (h) by JMB remaining liable under a promissory note issued by it to CARC in the principal amount of ██████████.

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 Vendors shall be liable for the payment and remittance of any GST payable in respect of the purchase of the

JB

- 23 -

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) To the extent applicable, at the request of the Purchaser, JMB 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 by the Purchaser from JMB without incurring GST, and if applicable, the Purchaser will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (c) ~~Notwithstanding~~ To the extent applicable, notwithstanding Section 3.5(a), and in accordance with subsections 221(2) and 228(4) of the ETA, JMB and 216 shall not collect GST from the Purchaser with respect to the sale of real property as defined in the ETA and the Purchaser shall self-assess, file GST returns and remit such GST to the appropriate taxing authority when and to the extent required under the ETA.
- (d) JMB, 216 and Purchaser acknowledge and agree that the transfer of any rights forming part of the Acquired Assets to be purchased by the Purchaser and which are described in section 162(2) of the ETA is deemed not to be a supply under section 162 of the ETA, and therefore not subject to GST at Closing.
- (e) JMB, 216 and ResidualCo will complete and sign, on or before the Closing, a joint election under section 156(4) of the ETA to permit the transfer, conveyance, assignment and delivery of the Excluded Assets to ResidualCo pursuant to the Amended RVO without incurring GST. JMB will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (f) 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.
- (g) 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 filing 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 Transaction 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, Source Deductions referred to on **Schedule A**, and all other matters explicitly referred to in this Agreement which are stated to be subject to adjustment

JB

- 24 -

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. ResidualCo shall execute an undertaking agreeing to pay all Adjustment Items on a timely basis and comply with this Section 3.6 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 ResidualCo, 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, ResidualCo (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, which acknowledgement, which obligations of the Vendors shall be assumed by ResidualCo pursuant to the undertaking described in Section 3.6(b). 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 4.4, from the date hereof until Closing the Vendors shall operate and maintain the

JB

- 25 -

Transaction 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 Transaction 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 in a manner consented to by Fiera.

4.2 Employment Matters

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

4.3 Assigned Contracts

- (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 Acquisition and Reorganization Transactions including any Consents required of applicable Counterparties for the transfer or assignment of Assigned Contracts, and the Vendors shall provide such assistance to the Purchaser as is reasonably required by the Purchaser in respect thereof.
- (b) ~~(a)~~ If a Counterparty 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 Vendors shall in the application to the Court for the Amended 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) ~~(b)~~ 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 Amended

- 26 -

SAVO has assigned such Restricted Agreement to the Purchaser pursuant to section 11.3 of the CCAA.

4.4 Interim Project Management Agreement

Promptly upon the execution of this Agreement, at the election of the Purchaser, JMB and the Purchaser shall execute and deliver the Interim Project Management Agreement.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Mutual Benefit of the Parties

The obligation of the Parties to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Vendors and the Purchaser shall have duly executed and delivered this Agreement;
- (b) the Court shall have issued the Acquisition and Reorganization Transaction Orders and there shall not have been any appeal of, or application to set aside, vary or amend the Acquisition and Reorganization Transaction Orders which has not been abandoned or dismissed;
- (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 Acquisition and Reorganization Transactions, which restrains, impedes or prohibits the Acquisition and Reorganization Transactions or any material part thereof or requires or purports to require a material variation thereof; and
- (d) ATB, Fiera, the Vendors and the Purchaser shall have executed and delivered an agreement (the "**Cost Allocation Agreement**") setting out the allocation of costs in the CCAA Proceedings, which agreement shall be in form and substance satisfactory to them.

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, consented to by the Monitor. 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 Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- 27 -

- (a) payment by the Purchaser to the Vendors of that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) 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 completion of the Acquisition and Reorganization Transactions.

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 Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) 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;
- (b) the representations and warranties of the Vendors set out in Section 7.1 shall be true and accurate in all material respects;
- (c) by no later than one (1) Business Day prior to Closing, JMB shall have terminated all Employees other than the Transferred Employees;
- (d) the Rejected Contracts shall have been disclaimed pursuant to section 32 of the CCAA prior to the Closing Date, or upon Closing shall have vested in ResidualCo;
- (e) the Purchaser and Fiera shall have entered into the Fiera Exit Loan Agreement on terms satisfactory to the Purchaser and Fiera;
- (f) the Purchaser and ATB shall have entered into the ATB Agreement on terms satisfactory to the Purchaser and ATB;
- (g) the Purchaser, ATB, Fiera and certain other Persons shall have entered into the Cooperation Agreement on terms satisfactory to such Persons;

- 28 -

- (h) each of ATB and Fiera shall have made or provided for, in a form that is satisfactory to the Purchaser, their respective Reclamation Contributions in accordance with the Cost Allocation Agreement; and
- (i) there will have been obtained from all appropriate Governmental Authorities and Counterparties such material approvals or consents and such Permits as are required to complete the Acquisition and Reorganization Transactions.

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) copies of the Acquisition and Reorganization Transaction Orders;
- (b) a copy of the Amended Plan as filed with the applicable Governmental Authority;
- (c) the GST election forms prescribed under subsection 167(1) of the ETA, if applicable;
- (d) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (e) the ATB Agreement;
- (f) the Fiera Exit Loan Agreement;
- (g) the Specific Conveyances;
- (h) the Cost Allocation Agreement; and
- (i) any and all such other documentation, execution pages, instruments, records, applications and filings required pursuant to this Agreement, the Acquisition and Reorganization Transaction Orders or the ATB Agreement or that the Vendors and

- 29 -

Purchaser determine, acting reasonably, are necessary or desirable in order to complete the Acquisition and Reorganization Transactions (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 and fees;
- (b) the GST election form prescribed under subsection 167(1) of the ETA, if applicable;
- (c) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (d) the ATB Agreement;
- (e) the Fiera Exit Loan Agreement;
- (f) the Cost Allocation Agreement;
- (g) the Specific Conveyances; and
- (h) 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 Acquisition and Reorganization Transaction Orders 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 Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the Acquisition and Reorganization Transaction Orders 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

- 30 -

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*, RSC 1985, c 1 (5th Supp) 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 Transaction Assets, the Assumed Liabilities or in relation to the Acquisition and Reorganization 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 Vendors or any of their Representatives in connection with the Transaction Assets, the Assumed Liabilities or the Acquisition and Reorganization Transactions;
- (b) the quality, condition, fitness, suitability, serviceability, or merchantability of any of the Transaction Assets; or,
- (b) the right, title, estate or interest of a Vendor in and to the Transaction 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 Transaction Assets are located or as otherwise required in connection with the Acquisition and Reorganization 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 Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;

- 31 -

- (c) provided the Acquisition and Reorganization Transaction Orders 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 Acquisition and Reorganization Transaction Orders are obtained, no authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Acquisition and Reorganization Transaction Assets is required by it or on its behalf for the due execution and delivery of this Agreement;
- (e) provided the Acquisition and Reorganization Transaction Orders are obtained, the consummation of the Acquisition and Reorganization 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 Acquisition and Reorganization Transactions;
- (g) it has sufficient funds available to it to enable it to pay to the Vendors in full that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) the Purchaser is purchasing the legal and beneficial interest in the Acquired Assets and is a registrant for the purposes of Part IX of the ETA and its registration number is 723397733 RT0001; and
- (i) the Purchaser is and will be on Closing a "Canadian" within the meaning of the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

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

- 32 -

- (c) by the Vendors or the Purchaser if Closing has not occurred on or before ~~March 12~~ April 16, 2021, unless such date is extended by the Parties in writing.

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 subject to Section 9.2, all information regarding the terms of this Agreement and the Purchase Price and any information exchanged or received in connection with 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 negotiation or drafting of this Agreement, provided that the Vendors and the Purchaser shall be entitled to disclose all information as may be required or desirable in connection with obtaining the Acquisition and Reorganization Transaction Orders, 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 Acquisition and Reorganization Transactions insofar as is required by Applicable Law (including as may be required to obtain the Acquisition and Reorganization Transaction Orders) 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 Acquisition and Reorganization 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,

- 33 -

including obtaining any approvals or consents to the Acquisition and Reorganization Transactions required from Governmental Authorities (including the Acquisition and Reorganization Transaction Orders) 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

JB

- 34 -

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 Acquisition and Reorganization 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 Transaction 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 Acquisition and Reorganization Transaction Assets or any portion of the Transaction 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 Acquisition and Reorganization 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.

JB

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 Acquisition and Reorganization 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 Acquisition and Reorganization 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

- 36 -

with a copy to:

Sequeira Partners
520 5 Ave SW, #400
Calgary, AB T2P 3R7

Facsimile: 1-877-790-6172
Email: asequira@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

- 37 -

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 Amended Plan, the Acquisition and Reorganization Transaction Orders or the Acquisition and Reorganization 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]

JB

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 AND RETAINED VALUE ALLOCATION**

(as of March 3, 2021 and subject to Sections 3.2, 3.4 and 3.5)

1. Allocation of Purchase Price

JMB	Amount
(a) Assigned Contracts	██████████
(b) <i>Aggregate Pit Agreements</i>	
JMB Active Royalty Agreements	██████████
(e) Atlas Shares	██████████
(d) Permits, Books and Records, Miscellaneous Assets	██████████
(c) Purchase Price (excluding Cure Costs)	██████████

2. Allocation of Retained Value

JMB	Amount
(a) Tranche B Inventory of JMB	██████████
(b) Contracts included in JMB Retained Assets	██████████
(c) Atlas Shares	██████████
(e) <i>JMB Equipment</i>	
(d) Fiera Equipment	██████████
JMB Equipment other than Fiera Equipment	██████████
(d) <i>Aggregate Pit Agreements</i>	
JMB Royalty Registrations	██████████
JMB Dispositions	██████████
Reclamation Obligations in respect of JMB Dispositions, JMB Active Royalty Lands and JMB Inactive Royalty Lands	██████████
(e) JMB Real Property	██████████
(f) JMB Royalty Registrations associated with JMB Inactive Royalty Agreements	██████████
(g) Permits, Books and Records, Miscellaneous Assets	██████████
216	
(a) Tranche A Inventory	██████████
(b) Tranche B Inventory of 216	██████████
(c) <i>Aggregate Pit Agreements</i>	
216 Dispositions	██████████
Reclamation Costs associated with 216 Dispositions	██████████

Aggregate Retained Value		
--------------------------	--	--

3. Payment of Purchase Price for Acquired Assets

Purchase Price		
Less:	Cash payable on Closing	
	<u>Less: Source Deductions</u>	
	<u>Less: accrued vacation pay</u>	
	<u>Plus: Tranche A Inventory</u>	
	<u>Subtotal:</u>	
<u>Less:</u>	Deposit	
<u>Less:</u>	Cure Costs	
<u>Less:</u>	Reclamation Obligations	
<u>Less:</u>	CARC Note	
	Vacation	
	Source Deductions	
<u>Less:</u>	Enterprise Lease Contract	
<u>Less:</u>	Assumed Fiera Debt applied to Purchase Price	

4. Retention of ATB Assumed Debt and that portion of Fiera Assumed Debt not applied to Purchase Price:

Fiera Assumed Debt	Kotyoko	
	Total Fiera Assumed Debt	
<u>Less:</u>	<u>Less:</u>	
	Fiera Assumed Debt applied to Purchase Price	
	Fiera Assumed Debt allocated to Retained Value	
ATB Assumed Debt	ATB Assumed Debt allocated to Retained Value	
Total Allocated Retained Value		

JB

**SCHEDULE B
AGGREGATE PIT AGREEMENTS**

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.

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.

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 had registration number 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 as registration no. 308161-00-00.
- (d) ~~(c) Shankowski~~ 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 as registration no. 17395-01-00.
- (e) ~~(d) Havener~~ Royalty Agreement ~~(e) Andrychuk Royalty Agreement~~ made as of February 26, 2020 between Darren Andrychuk & 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 will continue to hold JMB Royalty Registration no. 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 ~~NW 17, NE 18, SE 19-63-9~~ SD 1-19-63-9-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 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 SW~~ SW 34-56-7-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 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 SE-35-58-16-W4M, in respect of which JMB will continue to hold JMB Royalty Registration no. 149949-00-00.
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed Okane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4 and NE 10-57-6-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 263318-00-00.

**SCHEDULE C
ASSIGNED CONTRACTS**

1. Fiera Loan Agreements and Fiera Loan and Security Documents;
2. ATB Loan and Security Documents;
3. Commitment Letter dated January 8, 2018 between Canadian Western Bank and 216, 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:
 - (a) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 080085;
 - (b) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 100085;
 - (c) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110025;
 - (d) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110026;
 - (e) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110045;
 - (f) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110046;
 - (g) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120006;
 - (h) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120100;
 - (i) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110047; ~~and~~
 - (j) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120005; and
 - (k) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 060060;

(such Commitment Letter, security, letters of credit and other documentation contemplated thereby being collectively referred to as the "CWB Agreement");
4. Contracts granting a licence or other right to use the Axon software, the ISNetwork software and the software provided by ComplyWorks Ltd.;
5. Non-competition agreement dated March 22, 2019 between 541466 Alberta Ltd., Lisa Ball, Gordon Ball, and JMB.

05.22a-2797

05.22a-2797

JB

**SCHEDULE D
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
	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
1980	Midland		48' Tandem Axle Van Trailer	2ATD10186AM110007
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
1998	Stamford		60 kw Portable Diesel Generator	E980749726
2004	Elrus	25YD3 SB	25-Cubic Yard Portable Surge Bin	M3461ER04SB

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
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
2004	Elrus	6X20-3D SC	6' x 20' Portable Screen Plant	M3499ER04SP
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
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEB56034
2008	Peterbilt	367	Tri-Drive Conventional Tractor	1NPTX4EX48D737575
2009	Peterbilt	367	Tandem Axle Dump Truck	1NP40X19D778993
2009	Kenworth	T800	Tri-Drive Dump Truck	1XKDP40X49R941482
2009	Peterbilt	367	Tri-Drive Conventional Tractor	1XPTP40X79D789572
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

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2013	Peterbilt	367	Tri-Drive Winch Tractor	1XPTP4TX9DD184358
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	2D9DS2B36L017787
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
2006	Doepker		Tri-Axle Scissor Neck Lowboy Trailer	2DESNSZ3161018845
2015	Arnes		Tri-Axle End Dump Trailer	2A9073734 9074131FA003598003583
2015	Arnes		Tri-Axle End Dump Trailer	2A9073730FA003575
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	

JB

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	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
1998	Stamford	360 kw	Diesel Generator	106V3257

**SCHEDULE E
EXCLUDED DISPOSED 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
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
2014 Global 6GSTAP 6" Trash Pump 1496808

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
1997	Great Dane	7911TJW-53	53' Tandem Axle Control Van Trailer	1GRAA0625VB117102
1999	Elrus	2434	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	ER99PC1524
2012	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0CFA97763
2015	Ames		Tri-Axle End Dump Trailer	2A9073731FA003598
2015	Ames		Tri-Axle End Dump Trailer	2A9073730FA003575
2015	Ames		Tri-Axle End Dump Trailer	2A9073738FA003596
2015	Ames		Tri-Axle End Dump Trailer	2A907373XFA003597
2013	Ames		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2A9125335DA003461
2015	Ames		50 ton Tri-Axle Lowboy Trailer	2A9105630FA003016
2007	Dodge	Ram 3500HD	Quad Cab Pickup Truck	3D7MX48A27G781634
2006	Isuzu	20 kw	Diesel Generator	198196/X06D170482

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
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	
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	
2007	Dodge	3500HD	Diesel Pickup (not running)	
2012	Ford	F150	XL T Pick up Truck	1FTFW1 EF0CFA97763
1997	Great Dane		Power Van plus Tower (Serial Number M3243ER03CT)	1GRAA0625VB117102
2004	Detroit		Series 60 Generator	06R0753345
2011	Kolberg-Pioneer	L3-36125	125' Conveyor	407139
1999	Elrus	2434	125' radial stacking belt conveyor	ER99PC1524 M#2434
			Misc spare crusher parts	
1996	Arrow		Jeep	2L9CSCB2XT1078252
2015	Ames		End Dump Trailer (Trombone 375)	2A9074131FA003583
2015	Ames		End Dump Trailer	2A9073738FA00359
2015	Ames		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Ames		Tri-Axle End Dump Trailer	2A9073733FA003599

3. PMSI Property

Priority Secure Creditor	Year	Manufacturer	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

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Limited	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre	2012	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 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 Wheel Loader C/W 5.5 CYD GP Bucket	85680
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		

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

**SCHEDULE F
PERMITTED ENCUMBRANCES**

1. Subject to the Amended SAVO and Amended RVO, the terms and conditions of the Contracts and Aggregate Pit Agreements included in the Transaction Assets, 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 attaching to Transaction Assets 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 to Transaction Assets 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 Transaction 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 Transaction Assets in any manner, including any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Transaction Assets in any manner including to purchase, condemn, expropriate, or recapture any Transaction Assets;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Transaction 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 Transaction 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 Interests in favour of ATB against the Tranche B Inventory and the JMB Real Property;
10. Security Interests in favour of Fiera against the Transaction Assets; and
11. Security Interests in favour of Canadian Western Bank under and pursuant to the CWB Agreement.

**SCHEDULE G
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	Armour Rock	5	5,627
Buksa Pit Elk Point	Des 5 Class 10A	1	32,067
Havener Pit Elk Point	10mm Natural Fines	5	171,149
Havener Pit Elk Point	Des 5 Class 10A	1	219,372
Havener Pit Elk Point	Des 4 Class 20	4	1,000
Havener Pit Elk Point	Armour Rock	5	4,014
Hoye/Kucy Pit	Des 4 Class 40	4	1,500
JMB Pit NW 35-56-6 W4M	Armour Rock	5	8,055
JMB Yard NW 20-61-5 W4M	Des 6 Class 80	6	1,000
JMB Yard NW 20-61-5 W4M	40mm rock	5	74
JMB Yard NW 20-61-5 W4M	Des 2 Class 20	2	4,664
JMB Yard NW 20-61-5 W4M	Des 2 Class 40	2	1,889
JMB Yard NW 20-61-5 W4M	Des 4 Class 20	4	1,772
JMB Yard NW 20-61-5 W4M	Des 2 Class 25	2	4,265
MacDonald Pit	Des 4 Class 20	4	8,500
MacDonald Pit	10mm Natural Fines	5	3,000
MacDonald Pit	12.5mm ACP material	5	4,492
MacDonald Pit	Des 5 Class 10A	1	20,000
MacDonald Pit	Armour Rock	5	6,000
MacDonald Pit	Des 2 Class 20	2	1,000
Megley Pit	10mm ACP material	5	1,390
Megley Pit	12.5mm ACP material	5	1,000
Megley Pit	Des 4 Class 20	4	1,000
Megley Pit	Des 5 Class 10A	1	214,904
O'Kane Pit	Des 5 Class 10A	1	85,684
Shankowski Pit Elk Point	14mm Pea Gravel	5	4,415
Shankowski Pit Elk Point	Des 5 Class 10A	1	257,904
SML110045 JLG 7 - Smokey Lake	FA1 Unwashed screened	1	57,968
SML110045 JLG 7 - Smokey Lake	8mm screened winter sand	1	75,000
SML110045 JLG 7 - Smokey Lake	FA1 Washed screened	1	500
SML110045 JLG 7 - Smokey Lake	FA1 Concrete Course	1	500
SML110045 JLG 7 - Smokey Lake	Natural Washed Weeping Tile	2	200
SML110047 JLG 9 - Smokey Lake	Des 5 Class 10A	1	77,324
SML120005 JLG 10 - Smokey Lake	Des 4 Class 40	4	10,756

Location	Product	Category	Volume (tonnes)
SML120005 JLG 10 - Smokey Lake	Des 5 Class 10A	1	1,026,524
SML120005 JLG 10 - Smokey Lake	Des 4 Class 20	4	600
SML120005 JLG 10 - Smokey Lake	Des 2 Class 20	2	500
SML120005 JLG 10 - Smokey Lake	Des 3 Class 12.5C	5	300
Total:			2,278,215 <u>2,315,909</u>

**SCHEDULE H
INTERIM PROJECT MANAGEMENT AGREEMENT**

**SCHEDULE I
REJECTED CONTRACTS**

1. Edmonton Lease.
2. Kalinko Operating Agreement.
3. Royalty Agreement dated as of April 25, 2019 between Dale Glen Duniece and Brockenrock Contracting Ltd. in respect of SML 070045 and DLO 090247.
4. Royalty Agreement dated as of April 25, 2019 between Ashley Duniece and Brockenrock Contracting Ltd. in respect of SML 070048, NW 35-76-25-W4, DLO 090246, DLO 091542 and DLO 101031.
5. Letter of intent dated October 16, 2018 between Bigstone Cree Nation and JMB ~~dated October 16, 2018~~.
6. Letter agreement dated February 7, 2020 between Carmacks Enterprises Ltd. and JMB.
7. Any Contract between Peter Anton and a Vendor.
8. Any Contract between a PMSI Holder and a Vendor in respect of PMSI Property.

SCHEDULE J
LIQUIDATED, INVOICED EXCLUDED LIABILITIES

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
1233498 AB Ltd. Lakeland Health Care	█
1360706 AB Ltd. o/a BSB Transport	█
1387225 AB Ltd o/a Kabir Holdings	█
1577248 AB Ltd o/a Sadhu Trucking	█
1679698 Alberta Inc. O/A Big Rig Rags	█
1682106 Alberta Ltd. - Edm. Office Cleaner	█
1682562 Alberta Ltd.	█
1739602 Alberta Ltd o/a Brite-Lite Pilot Truck	█
1859694 Alberta Ltd. o/a Greggers Oilfield	█
49 North Geospatial	█
541466 AB Ltd.	█
625039 Alberta Ltd.	█
925646 Alberta Ltd. o/a Get Trash'd -Tank'd H2O - Tank'd No2	█
945441 Alberta Ltd.	█
Accurate Scale Industries Ltd.	█
Acuvec Geospatial	█
AG Ross Operating Committee	█
Air Liquide	█
Alberta Sand and Gravel Association	█
All Type Electric Inc.	█
Allan K. MacDonald	█
AL's Contracting A Division of 848875 Alberta Ltd.	█
Amar Trucking Ltd.	█
American Express Card	█
Arjun Transport Ltd.	█
Astec Safety Bonnyville	█
Astracom Canada	█
ATB	█
Athabasco Oilsands	█
Avant Garde Technology Inc.	█
Axon Development Corporation	█
Azad Transport Ltd.	█
Azad Trucking Ltd.	█
B & R Eckel's Transport Ltd	█
Babiuk Trucking Ltd.	█
Basin Environmental Ltd.	█
BDI Canada Inc.	█

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Bell Mobility	
Bell Mobility DBA Bell Distribution	
Bennett Jones LLP	
Blake, Cassels & Graydon LLP	
BMO Transportation Finance	
Bonnyville Water Conditioning Ltd.	
Bonnyville Welding Ltd.	
Border Solutions Law Group	
Bosch Hydraulic Connections Ltd.	
Brazilian Canadian Coffee (Alberta) Inc.	
Brokenrock Contracting Ltd.	
Brydon Trucking & Picker Service Ltd.	
Budget Landscaping & Contracting	
Bumper to Bumper Hanna	
Canadian Surveyors Ltd.	
Canalta Hotel	
CannAmm Limited Partnership	
Carmacks Enterprises Ltd.	
CAT Commercial Revolving Card	
Caterpillar Financial	
Caterpillar Financial Services Limited	
CERA Contracting	
Certified Laboratories	
Charette Pell Poscente Environmental Corp.	
Chieftain Equipment Ltd.	
CN Customs Brokerage Services (USA) Inc	
County of St. Paul	
County of St. Paul No. 19	
CRA voluntary disclosure	
Craigmyle Oilfield Services Ltd.	
Danny's Picker Service Ltd.	
DB Kidd Transport	
DEX Consulting Inc.	
Digital Connection Inc.	
Direct Drug Testing	
Direct Energy Regulated Services	
DLA Piper (Canada) LLP	
Doug Megley	
Ducharme Motors Ltd.	
Edmonton Kenworth Ltd	

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Edward O'Kane Estate	
ELRUS INC.	
EPCOR	
Ernst & Young Inc.	
Fiera	
Finning Cat	
Flashpoint Electric Inc.	
Ford Credit	
Fountain Tire	
Francotyp-Postalia Canada Inc.	
Gail Havener	
Goodyear Canada Inc.	
Government of Alberta	
Grant Thornton LLP	
Green Leaf Enterprises	
GST	
Guri Trucking Ltd.	
Hajran Trucking Ltd.	
Hanna Weldingrods	
Harold Tad Reed	
Heavy Metal Truck Wash	
Hilltop Motor Inn	
Hi-Way 9 Express Ltd.	
Imperial Oil Fleet-acct#43988	
IROC Service Supply INC.	
J.R. Paine & Associates Ltd.	
Jasmeet Transport Ltd.	
JMKD Trucking Ltd.	
Jo Kat Lodge	
Jo Kat Store / LS Fam Holdings Inc.	
John H. C. Pinsent Professional Corporation	
K.G. Enterprises	
Kalinko Enterprises Ltd.	
Keyanew Enterprises Ltd	
Khosa Trucking Ltd.	
Komatsu Financial	
KPMG LLP	
Krawchuk Land Surveys Ltd	
Lac La Biche Transport Ltd.	
Lakeland Co-op Petroleum Services	



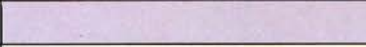
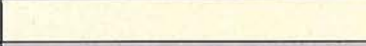

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Lakeland Fire & Safety	
Lamont County	
Laprairie Crane	
Leroux Power Systems Ltd.	
Lift Interactive Inc.	
Link Energy	
Location Cats Ltd	
Luff Industries LTD	
Maintenance Enforcement Program	
Maki Services	
Mannville Farming Co.	
Martushev Logging Ltd.	
Mastercard	
Matichuk Equipment (1991) Ltd	
Matt Silver Trucking Ltd.	
Maureen Oskoboiny	
Messer Canada Inc., 15687	
Microage	
Microtel Inn & Suites Bonnyville	
Miller Thomson LLP	
Mistassini Aboriginal Contractors Ltd.	
Mormak Equipment Inc	
Morneau Shepell	
Neuman Thompson Barristers/Solicitors	
Northern Source Rentals Inc.	
Northern Truck -(NAPA)	
NPR Limited Partnership	
Ogilvie LLP	
onConference	
Open Door Technology Inc.	
Permit Plus Inc.	
Peter Anton	
Petro Canada Acct#70892 25072	
Petro-Canada Lubricants Inc.	
Proven Financial	
Provincial & Federal Income Tax Assessed	
Provision for additional interest penalty	
Quest Disposal and Recycling Inc.	
R. Maxwell & Associates Ltd.	
R.L. Rurka Sales & Service Inc.	

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
RBee Aggregate Consulting Ltd.	██████████
Recycle West	██████
REDA Enterprises Ltd.	██████████
RED-L Distributors Ltd.	██████████
Relay Distributing	██████
Renegade Gas & Oilfield Services Ltd.	██████████
Ricoh Canada Inc.	██████
RLC Aggregate Equipment O/A 1639352 AB Ltd.	██████████
Robert Half Management Resources	██████████
Rosalind Colony Farming	██████
Rosemariechelle Karikitan	██████
RSC Trucking Ltd.	██████████
RSM Canada LLP	██████████
S & R Gill Carrier Transport Ltd.	██████████
Safe-Net Group Inc.	██████
Safety Buzz Ltd.	██████████
Shamrock Valley Enterprises Ltd.	██████████
Shaw Business	██████
Shred-It, C/O Stericycle ULC	██████████
Silver Springs Management LTD	██████████
Sinclair Plumbing & Heating (Hanna) Ltd.	██████
Site Ventures Inc.	██████████
SLH Picker Service & Pile Driving	██████████
Smoky Lake County	██████████
SMS Equipment Inc.	██████████
Spec Aggregate	██████████
SRM Piloting	██████████
St. Paul Towing	██████████
Stahl Peterbilt Inc.	██████████
Stewart Sales & Rentals	██████████
Stony Valley Contracting Ltd.	██████████
StraightVac Services Ltd.	██████████
Strongco Limited Partnership	██████████
Summit Trailer Ltd.	██████████
Sun Life Assurance Company of Canada	██████████
Superior Propane Inc.	██████████
Superior Safety (2005) Ltd.	██████████
TD Equipment Finance	██████████
Telephone Connections	██████
The Estate of Helen Havener	██████████

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Town of Bonnyville	█
Travelodge Drumheller	█
UAV Imaging Inc.	█
UniFirst Ltd.	█
United Farmers of Alberta	█
United Rentals of Canada, Inc.	█
Vallen Canada Inc.	█
Valley Blades Limited	█
Velocity Geomatics Inc	█
Volvo Financial	█
Volvo Financial Services	█
Volvo Smart Card Payable	█
W.S. Tyler Ltd. (Haver & Boecker Canada)	█
Wearpro Equipment & Supply Ltd.	█
Western Budget Motel	█
Wex Canada Ltd. (formerly Shell Canada)	█
Workers Compensation Board	█
WTI Rentals Ltd.	█
Total	█

Document comparison by Workshare Compare on March 24, 2021 3:44:25 PM

Input:	
Document 1 ID	iManage://gowlingwlg-mobility-ca.imatech.com/ACTIVE_CA/44013868/15
Description	#44013868v15<gowlingwlg-mobility-ca.imatech.com> - Amended Restated Purchase Agreement - JMB, 216, Mantle Materials Group, Ltd. March 3, 2021
Document 2 ID	iManage://gowlingwlg-mobility-ca.imatech.com/ACTIVE_CA/44013868/23
Description	#44013868v23<gowlingwlg-mobility-ca.imatech.com> - Amended Restated Purchase Agreement - JMB, 216, Mantle Materials Group, Ltd. March 3, 2021
Rendering set	Firm Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	359
Deletions	170
Moved from	1
Moved to	1
Style changes	0
Format changes	0

Total changes	531
---------------	-----


This is the Certificate to accompany
the Affidavit of Blake Elyea
made on March 24, 2021

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.
APPLICANTS JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
DOCUMENT **AFFIDAVIT OF BLAKE M. 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: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163514

AFFIDAVIT OF BLAKE M. ELYEA
CERTIFICATE

I, Jimmy Burg, am the commissioner who took the affidavit from Blake Elyea dated March 24, 2021, 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 March 24, 2021



Signature of lawyer
Jimmy Burg

JAMES STADLER BURG
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 443-7661