

Court Order
Rule 9.1

Clerk's Stamp

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., MANTLE MATERIALS GROUP, LTD. and 2324159 ALBERTA INC.

DOCUMENT **AMENDED PLAN SANCTION ORDER**

ADDRESS FOR SERVICE AND CONTACT **Gowling WLG (Canada) LLP**
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File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED: **March 31, 2021**

LOCATION AT WHICH ORDER WAS MADE: **Calgary Court House**

NAME OF JUSTICE WHO MADE THIS ORDER: **Honourable Justice K.M. Eidsvik**

UPON THE APPLICATION (the “**Application**”) of JMB Crushing Systems Inc. (“**JMB**”), 2161889 Alberta Ltd. (“**216**” and with JMB, the “**CCAA Applicants**”), Mantle Materials Group, Ltd. (“**Mantle**”, and together with JMB and 216, the “**Plan Applicants**”, and individually, a “**Plan Applicant**”) and 2324159 Alberta Inc. (“**ResidualCo**”) for an Order (the “**Amended Sanction Order**”) amending and restating the plan sanction Order pronounced on October 16, 2020 (the “**Original Sanction Order**”) sanctioning and approving the plan of arrangement of JMB and Mantle under the *Companies' Creditors*

Arrangement Act, RSC 1985, c C-36, as amended (the “**CCAA**”) and the *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BCBCA**”), sanctioning the amended and restated plan of arrangement of JMB, 216 and Mantle under the CCAA and BCBCA, attached as Exhibit “D” to the Affidavit of Aaron Patsch sworn March 30, 2021, filed (the “**Patsch Affidavit**”);

AND UPON HAVING READ (a) the Application, filed; (b) the Affidavits of Byron Levkulich sworn on March 4 and March 23, 2021, both filed; (c) the Affidavit of Tyler Pell sworn March 22, 2021, filed; (d) the Affidavits of Blake M. Elyea sworn March 24, 2021, and March 30, 2021, filed; (e) the Confidential Affidavit of Blake M. Elyea sworn March 24, 2021; (f) the Patsch Affidavit, filed; (g) the Confidential Affidavit of Aaron Patsch sworn March 30, 2021; (h) the fourteenth report dated March 4, 2021 of FTI Consulting Canada Inc., in its capacity as Court-appointed monitor of JMB and 216 (the “**Monitor**”), the fifteenth report of the Monitor dated March 26, 2021 and the sixteenth report of the Monitor dated March 30, 2021, all filed; (i) the pleadings and proceedings in this Action, including: (i) the initial Order pronounced on May 1, 2020, the Order pronounced on May 11, 2020 amending and restating the initial Order (the initial Order as amended and restated, the “**Initial Order**”), filed; (ii) the Order (amended and restated Mantle sale approval Order) pronounced on October 16, 2020 (the “**Original SAVO**”) approving the original amended and restated asset purchase agreement dated September 28, 2020 between the CCAA Applicants and Mantle, which agreement was amended and restated by the amended and restated purchase agreement dated March 3, 2021 (the “**Amended Purchase Agreement**”), filed; (iii) the reverse vesting Order pronounced on October 16, 2020, as amended by an Order pronounced on December 7, 2020 (the reverse vesting Order, as amended, the “**Original RVO**”), filed; (iv) the assignment Order pronounced on October 16, 2020 assigning certain agreements to which JMB or 216 were party under section 11.3 of the CCAA (the “**Original Assignment Order**”), filed; (v) the Original Sanction Order, filed; and (j) the Affidavits of Service of ● sworn March ●, 2021, to be filed;

AND UPON HAVING READ the following Orders applied for contemporaneously in this Application: (a) an Order amending and restating the Original SAVO and approving the Amended Purchase Agreement and the transactions contemplated thereby, and vesting certain assets in Mantle (the “**Amended SAVO**”); (b) an Order (the “**Amended RVO**”) amending and restating the Original RVO, vesting in ResidualCo rather than 216 all of the Excluded ResidualCo Assets and Excluded Liabilities and the assumption by ResidualCo of the Excluded Liabilities; and (c) an Order amending and restating the Original Assignment Order (the “**Amended Assignment Order**”);

AND UPON HEARING the submissions of counsel for the Plan Applicants, counsel for the Monitor and from any other affected parties that may be present; **IT IS HEREBY ORDERED AND**

DECLARED THAT:**Defined Terms**

1. Capitalized terms used in this Plan and not otherwise defined shall have the meanings given to them in the Plan. The following capitalized terms used in this Order shall have the following meanings:
 - (a) “**Affected Claim**” means the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Transaction Assets;
 - (b) “**Affected Creditor**” means any Secured Creditor that has a Lien attaching to some or all of the Transaction Assets that ranks in priority to any other Lien attaching to such Transaction Assets, including to the Security Interests in favour of ATB and Fiera;
 - (c) “**Amended Articles**” means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in the Plan, substantially in the form attached as Schedule “A” to the Plan;
 - (d) “**ATB**” means ATB Financial;
 - (e) “**ATB Agreement**” means an agreement between ATB and Mantle with respect to the ATB Assumed Debt;
 - (f) “**ATB Assumed Debt**” means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to the Plan and which is subject to the terms and provisions of the ATB Agreement;
 - (g) “**ATB Indebtedness**” means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB and 216 to ATB;
 - (h) “**ATB Mortgage**” is defined in the Amended Purchase Agreement;
 - (i) “**ATB Security Documents**” means the agreements, indentures and other documents granted by JMB and 216 to ATB which create Security Interests in favour of ATB;
 - (j) “**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;

- (k) “**CaseLines Filesite**” means the website identified as “Canada.caselines.com” and maintained in respect of the CCAA Proceedings;
- (l) “**CCAA Charges**” means the Director’s Charge, the Administration Charge and the Interim Lender Charge as defined in the Initial Order;
- (m) “**Class A Common Shares**” means the Class A common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 26 of the Original Articles;
- (n) “**Class A Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares;
- (o) “**Class B Common Shares**” means the Class B common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 27 of the Original Articles;
- (p) “**Class B Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares;
- (q) “**Class C Common Shares**” means the Class C common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 28 of the Original Articles;
- (r) “**Class C Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares;
- (s) “**Creditor**” means any Person to whom JMB or 216 owes, is liable for or is required to pay or perform Liabilities;
- (t) “**Creditors’ Meeting**” means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon the Plan;

- (u) “**Excluded Liabilities**” means all Liabilities of JMB and 216 other than the Assumed Liabilities, as provided for in paragraph 2(h) of the Amended RVO and section 1.1 of the Amended Purchase Agreement;
- (v) “**Existing 216 Shareholders**” means all holders of Existing 216 Shares;
- (w) “**Existing 216 Shares**” means all issued and outstanding shares in the capital of 216 and all securities issued by 216;
- (x) “**Existing JMB Shareholders**” means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other JMB Security Holders, and “**Existing JMB Shareholder**” means any one of them;
- (y) “**Existing JMB Shares**” means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other JMB Securities, if any, and “**Existing JMB Share**” means any one of them;
- (z) “**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;
- (aa) “**Fiera Assumed Debt**” means that portion of the Fiera Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the Fiera Exit Loan Agreement;
- (bb) “**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt;
- (cc) “**Fiera Indebtedness**” means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB and 216 to Fiera;
- (dd) “**Fiera Security Documents**” means the agreements, indentures and other documents granted by JMB and 216 to Fiera which create Security Interests in favour of Fiera;
- (ee) “**Governmental Authority**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission,

board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them;

- (ff) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, under any Applicable Law, agreement or contract to which a Person is party, or otherwise, and includes any amounts owing to a Regulatory Body as a creditor and which is a claim for the purposes of section 19(1) of the CCAA, and “**Liability**” means any one of the Liabilities;
- (gg) “**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;
- (hh) “**Notice of Alteration**” means the notice of alteration to be filed with the Registrar to give effect to the alterations to the Notice of Articles and Original Articles as contemplated by the Plan, which Notice of Alteration is substantially in the form attached as Schedule “B” to the Plan;
- (ii) “**Notice of Articles**” means the notice of articles issued on December 14, 2018 by the Registrar under the BC BCA;
- (jj) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by Canadian Aggregate Resources Corporation;
- (kk) “**Other JMB Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other JMB Securities**” means more than one;
- (ll) “**Other JMB Security Holder**” means any Person with any interest in any Other JMB Securities;

- (mm) **“Person”** will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority;
- (nn) **“Plan Implementation”** means the fulfillment, satisfaction or waiver of the conditions set out in section 7.1 of the Plan and the occurrence or effecting of the steps set out in section 5.1 of the Plan;
- (oo) **“Registrar”** means the Person appointed as the Registrar of Companies under section 400 of the BC BCA;
- (pp) **“Remaining ATB Debt”** means the ATB Indebtedness in excess of the ATB Assumed Debt;
- (qq) **“Remaining Fiera Debt”** means the Fiera Indebtedness in excess of the Fiera Assumed Debt;
- (rr) **“Secured Creditor”** means a Creditor to whom JMB or 216 owes Liabilities the payment and performance of which is secured by a Lien;
- (ss) **“Security Interest”** means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property;
- (tt) **“Unaffected Claims”** means the Liabilities of JMB or 216 to Persons other than an Affected Creditor; and
- (uu) **“Unaffected Creditor”** means a Creditor that holds an Unaffected Claim.

Service of Application

2. Service of this Application and supporting documents is hereby deemed to be good, sufficient and validated on all Persons affected by the Plan, including without limitation all Affected Creditors and Existing JMB Shareholders.

3. The time for notice is hereby abridged to the time provided, and no other Person is required to have been served with notice of this Application.

Amended and Restated Order

4. The within Amended Sanction Order amends and restates the Original Sanction Order granted October 16, 2020.

Deemed Corporate Approvals of JMB and 216, and Approvals of Mantle

5. All resolutions, whether ordinary, special or otherwise, required from Existing JMB Shareholders and Existing 216 Shareholders, and all resolutions and approvals required from directors or officers of JMB and 216, in order to approve, adopt, take actions contemplated by or to implement the Plan or any steps or transactions contemplated thereby are deemed to have been made, given, passed or obtained, notwithstanding any agreement between or among any Existing JMB Shareholders or Existing 216 Shareholders that may limit any rights to vote Existing JMB Shares or Existing 216 Shares with respect to such resolutions, approvals, the Plan or any such steps or transactions contemplated thereby, and all such agreements shall be deemed to be of no force or effect.
6. This Court authorizes the adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring adoption by, or authorization of, the Existing JMB Shareholders, the Existing 216 Shareholders or the directors of JMB or 216, as applicable, and all necessary approvals to take actions are deemed in all respects and for all purposes to have been obtained from the Existing JMB Shareholders, the Existing 216 Shareholders and the directors of JMB and 216, including the deemed passing by any classes of Existing JMB Shareholders and the Existing 216 Shareholders of any resolutions or special resolutions, without any requirement for any further action by the Existing JMB Shareholders, the Existing 216 Shareholders or the directors of JMB or 216.
7. The adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring authorization of the directors and shareholders of Mantle have been duly authorized by such directors and shareholders and are authorized and approved by this Court in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

Voting and Acceptance of the Plan

8. The only Creditors affected by and are entitled to vote upon the Plan pursuant to section 6 of the CCAA are the Affected Creditors, the Affected Creditors constitute a single class for the purposes of considering and voting upon the Plan.
9. The only Affected Creditors are ATB and Fiera.
10. The validity, quantum and priority of the Affected Claims of ATB and Fiera are hereby confirmed.
11. Each of ATB and Fiera having delivered to the Monitor their duly executed proxies, and being all of the Affected Creditors, the requirement for a Creditors' Meeting is hereby dispensed with.
12. The Unaffected Creditors shall not be entitled to vote upon whether or not to approve the Plan and any meetings of such Unaffected Creditors, whether together or separately, to consider and vote upon whether to accept or vote in favour of the Plan are hereby dispensed with.
13. The Existing JMB Shareholders and Existing 216 Shareholders shall not be entitled to vote upon whether or not to approve the Plan and any meetings of such Existing JMB Shareholders or Existing 216 Shareholders, whether together or separately, to consider and vote upon whether to accept or vote in favour of the Plan are hereby dispensed with.

Sanction and Implementation of the Plan

14. The Plan Applicants have complied in all material respects with the provisions of the CCAA and previous Orders issued in these proceedings.
15. Each of ATB and Fiera having voted in favour of the approval of the Plan, the Plan is hereby declared to have been adopted and approved by all of the Affected Creditors in accordance with section 6 of the CCAA and section 289(1)(f) of the BC BCA.
16. The Plan Applicants are declared to have acted and be acting in good faith and with due diligence, and have not done or purported to do (nor does the Plan do or purport to do) anything that is not authorized by the CCAA.
17. The Plan, and all the terms and conditions thereof, and matters and transactions contemplated thereby, are fair and reasonable to the Affected Creditors, are in the best interests of the Plan

Applicants and the Affected Creditors, and are hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and the BC BCA.

18. Effective on Plan Implementation, commencing at the Effective Time and in the sequential order contemplated by section 5.1 of the Plan:
- (a) all of the issued and outstanding Class B Common Shares are declared to be redeemed and fully, finally and irrevocably cancelled and terminated pursuant to the Plan, and any and all claims of the Class B Shareholders in respect of or arising from the Class B Common Shares are fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (b) no Class B Shareholder in respect of its Class B Common Shares is entitled to receive any consideration or distributions under the Plan, including from the redemption, cancellation and termination of its Class B Common Shares;
 - (c) all issued and outstanding Class C Common Shares are declared to be redeemed and fully, finally and irrevocably cancelled and terminated pursuant to the Plan, and any and all claims of the Class C Shareholders in respect of or arising from any Class C Common Shares are fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (d) no Class C Shareholder in respect of its Class C Common Shares is entitled to receive any consideration or distributions under the Plan, including from the redemption, cancellation and termination of its Class C Common Shares;
 - (e) all issued and outstanding Other JMB Securities are declared to be redeemed and to be fully, finally and irrevocably cancelled and terminated pursuant to the Plan, and any and all claims of the Other JMB Security Holders in respect of or arising from the Other JMB Securities are fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (f) no Other JMB Security Holder in respect of its Other JMB Securities is entitled to receive any consideration or distributions under the Plan, including from the redemption, cancellation and termination of its Other JMB Securities;

- (g) the Amended Articles are hereby approved by this Court and are deemed to have been approved and adopted as the articles of JMB;
- (h) JMB is hereby authorized and directed to file the Notice of Alteration with the Registrar, whereupon JMB shall have, as its notice of articles, the notice of articles issued by the Registrar as a result of the filing of the Notice of Alteration;
- (i) all right, title, and interest in and to the issued and outstanding Class A Common Shares registered in the name of CARC or any other Class A Shareholder are hereby transferred to RLF Holdings, and no Class A Shareholders is entitled to any consideration for the transfer of its Class A Common Shares;
- (j) Mantle is hereby declared to have assumed and become liable for the ATB Assumed Debt in accordance with the Plan and the rights and obligations of Mantle and ATB in respect of the ATB Assumed Debt shall be governed by the terms of the ATB Agreement and the ATB Mortgage;
- (k) the transfer to and vesting in ResidualCo of the Remaining ATB Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining ATB Debt in accordance with the Plan and the Amended RVO, the ATB Mortgage shall mortgage and charge the JMB Real Property, and the Security Interests created by the ATB Security Documents shall severally attach to:
 - (i) the Tranche B Inventory and its Proceeds as security for the ATB Assumed Debt, but upon repayment in full of the ATB Assumed Debt in accordance with the ATB Agreement, such Security Interests shall cease to attach to any property or assets of JMB, 216 or Mantle; and
 - (ii) all of the property and assets of JMB and 216 as security for the Remaining ATB Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or, for greater certainty, any property or assets of Mantle;
- (l) the Amended RVO shall not affect the nature or priority of the Security Interests created by the ATB Security Documents and such Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed;

- (m) Mantle is hereby declared to have assumed and become liable for the Fiera Assumed Debt and the rights and obligations of Mantle and Fiera shall be governed by the terms of the Fiera Exit Loan Agreement;
 - (n) the transfer to and vesting in ResidualCo of the Remaining Fiera Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining Fiera Debt in accordance with the Plan and the Amended RVO, and the Security Interests created by the Fiera Security Documents shall severally attach to:
 - (i) all of the property and assets of JMB, 216 and Mantle as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB and 216 as security for the Remaining Fiera Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB or, for greater certainty, any property or assets of Mantle as security for such Remaining Fiera Debt;
 - (o) the Amended RVO shall not affect the nature or priority of the Remaining Fiera Debt or the Security Interests created by the Fiera Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed; and
 - (p) the nature of the Remaining ATB Debt and the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo, and the indebtedness, liabilities and obligations of ResidualCo under the Remaining ATB Debt and Remaining Fiera Debt shall not be limited, lessened or extinguished as a result of anything in the Plan or the limitation of recourse against JMB and 216 as a result of the occurrence of the Non-Recourse Event.
19. Within six (6) months after Plan Implementation, JMB and 216 shall pay in full to Her Majesty in Right of Canada or any province any Liabilities of a kind that could be subject to a demand under the statutory provision referred to in section 6(3) of the CCAA that was outstanding on the Filing Date which has not been paid by Plan Implementation.

20. Effective upon Plan Implementation:
- (a) ResidualCo shall be added as an applicant in, subject to and a “company” for the purposes of the CCAA Proceedings;
 - (b) JMB and 216 shall cease to be applicants in and subject to the CCAA Proceedings;
 - (c) the CCAA Charges shall cease to attach to or charge any property or assets of JMB and 216, but shall attach to and charge all of the property and assets of ResidualCo to the extent, with the priority and in the manner contemplated by the Initial Order; and
 - (d) JMB and 216 shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order, the Amended RVO, the Amended SAVO and the Amended Assignment Order, which Orders shall continue to apply to JMB and 216 in all respects.

Authorization of the Monitor

21. The funds being held by the Monitor in trust in respect of the lien and trust claims of certain parties relating the work performed under the Bonnyville Supply Contract are no longer required to be held in trust in respect of any potential trust or lien claims of the CRA against JMB pursuant to sections 224 and 227 of the *Income Tax Act*, RSC 1985, c 1 (5th Supp).
22. The Monitor is hereby authorized and empowered to perform its functions and fulfil its obligations under the Plan and the Amended Sanction Order in order to facilitate the Plan Implementation.
23. The Monitor shall issue to JMB, 216 Mantle, CARC, RLF Holdings and the Affected Creditors a certificate signed by the Monitor and substantially in the form attached hereto as **Schedule “B”** (the “**Monitor's Conditions Certificate**”, the form of which is hereby approved) upon the satisfaction, fulfilment or waiver of the conditions set out in Article 7.1. As soon as possible thereafter, the Monitor shall file the Monitor's Conditions Certificate with this Court and post it on CaseLines Filesite.
24. In carrying out the terms of this Amended Sanction Order and the Plan:
- (a) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour;

- (b) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Amended Sanction Order and/or the Plan; and
- (c) the Monitor shall be entitled to rely on the books and records of the Plan Applicants and any information provided by the Plan Applicants without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

General

- 25. The Plan is declared to be binding upon and to enure to the benefit of the Plan Applicants, the Affected Creditors and the Existing JMB Shareholders, the Existing 216 Shareholders and their respective heirs, executors, administrators, and other legal representatives, successors and assigns.
- 26. Each of the Plan Applicants and the Monitor and any other Person required to make any deliveries or take any steps or actions pursuant to the Plan, are hereby authorized and directed:
 - (a) to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith; and
 - (b) to take all steps and actions, and to do all things necessary or appropriate to implement the Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations, instruments and agreements contemplated in and pursuant to the Plan, and such steps and actions are hereby authorized, ratified and approved, and none of the Plan Applicants or the Monitor shall incur any liability as a result of acting in accordance with terms of the Plan or this Amended Sanction Order.
- 27. The Plan Applicants, RLF Holdings, the Affected Creditors and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan and to the extent that any Person (including any of the Plan Applicants, RLF Holdings, the Affected Creditors or the Monitor) seeks any advice or direction with respect to any matter arising from or under the Plan or this Amended Sanction Order, such motion shall be brought in the Court of Queen's Bench of Alberta.

No Fraudulent Preference or Conveyance

28. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) a bankruptcy of the Applicants; and
- (c) the provisions of any federal or provincial statute,

none of the transactions contemplated by the Plan will be void or voidable at the instance of Creditors and shall not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislations, and they do not constitute conduct meriting an oppression remedy and shall be binding on a trustee in bankruptcy in respect of the Applicants.

Request for Assistance of Foreign Courts

29. This Amended Sanction Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable. The Plan Applicants and the Monitor may apply to a Court of competent jurisdiction to recognize the Plan or this Amended Sanction Order and to confirm the Plan and the Amended Sanction Order as binding and effective in any foreign jurisdiction.

30. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Amended Sanction Order and to assist the Plan Applicants, the Monitor and their respective agents in carrying out the terms of this Amended Sanction Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Plan Applicants, and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Amended Sanction Order, or to assist the Plan Applicants, and the Monitor and their respective agents in carrying out the terms of this Amended Sanction Order.

Service of Order

31. Service of this Amended Sanction Order shall be deemed good and sufficient by:

- (a) serving this Amended Sanction Order upon those interested parties attending or represented at the within Application;
- (b) posting a copy of this Amended Sanction Order on the Monitor's website at <http://cfcanada.fticonsulting.com/jmb/>; and
- (c) posting a copy of this Amended Sanction Order to CaseLines Filesite in accordance with the CaseLines Service Order granted on May 29, 2020,

and service of this Amended Sanction Order on any other Person is hereby dispensed with.

J.C.C.Q.B.A.

SCHEDULE "A"
FORM OF MONITOR'S CONDITIONS CERTIFICATE

COURT FILE NO. 2001-05482
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended

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

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

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

DOCUMENT **MONITOR'S PLAN CONDITIONS CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McCarthy Tétrault LLP
 4000, 421 – 7th Avenue SW
 Calgary, AB T2P 4K9

Attn: **Sean Collins/Pantelis Kyriakakis**
 Phone: 403.260.3531/403.260.3536
 Fax: 403.260.3501
 File No.: ●

MONITOR'S CERTIFICATE
(Satisfaction or Waiver of Conditions)

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the amended and restated plan of arrangement dated March ●, 2021, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the "**Plan**").

Pursuant to paragraph ● of the Order of the Honourable Madam Justice K.M. Eidsvik made in these proceedings on March 31, 2021 (the "**Sanction Order**") and section 7.2 of the Plan, FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of the Plan Applicants (the "**Monitor**") delivers to the Plan Applicants this certificate and hereby certifies that the conditions set out in section 7.1 of the Plan have been satisfied, fulfilled or waived in accordance with the terms of the Plan.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____,
2021.

FTI CONSULTING CANADA INC., solely in
its capacity as Court-appointed Monitor of JMB
Crushing Systems Inc. and 2161889 Alberta Ltd.,
and not in its personal or corporate capacity

By:

Name:

Title: