

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 **AFFIDAVIT OF BLAKE M. ELYEA**

ADDRESS FOR **Gowling WLG (Canada) LLP**
 SERVICE AND 1600, 421 – 7th Avenue SW
 CONTACT Calgary, AB T2P 4K9

INFORMATION OF Attn: **Tom Cumming / Caireen E. Hanert / Stephen Kroeger**
 PARTY FILING
 THIS DOCUMENT Phone: 403.298.1938 / 403.298.1992 / 403.298.1018
 Fax: 403.263.9193
 File No.: A163514

AFFIDAVIT OF BLAKE M. ELYEA
sworn March 30, 2021

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


- 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 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. 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.

2. I have reviewed the Bench Brief dated March 29, 2021 (the “**Brief**”) served by Alberta Environment and Parks (the “**AEP**”), and believe that the Brief appears to relate to the March 25, 2021 version of the Amended Reverse Vesting Order (“**Amended RVO**”) that is not before this Court. Attached hereto as **Exhibit “A”** is a copy of the Amended RVO as of March 25, 2021. Attached hereto as **Exhibit “B”** is a blackline comparison between the Amended RVO as of March 4, 2021, which was provided to the Court on that date, and the March 25, 2021 Amended RVO.

3. The Brief also appears to refer to provisions that were included in an Environmental Reclamation Protocol (the “**Protocol**”). This document was prepared subsequent to the March 5, 2021 appearance. The version dated March 25, 2021 is attached hereto as **Exhibit “C”**. I am advised by Tom Cumming, counsel for the Applicants, and believe that the Protocol is no longer part of the Amended RVO being sought by the Applicants.

4. In paragraph 12 of the Brief, the AEP states that it was not aware of the within proceedings until it was served with application materials on September 30, 2020. In fact, the AEP was advised on May 4, 2020 that the Applicants had obtained protection pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”). Attached hereto as **Exhibit “D”** is a copy of an email chain between Jeff Buck, former President of JMB, and Stephen Abioye and Valerie Collins, both of the AEP, in which Mr. Buck advises Mr. Abioye and Ms. Collins of the CCAA proceedings on May 4, 2021 and requests that they provide contact information for the AEP’s counsel. Mr. Abioye responded on May 21, 2020. From my review of the Applicants’ records, it does not appear that the AEP provided contact information for its counsel.

5. I was not physically present before the Commissioner for Oaths, but was connected to him by video technology and followed the process for remote commissioning.

SWORN BEFORE ME at the City of)
 Burnaby in the Province of British)
 Columbia, this 30th day of March, 2021.)
)

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

_____)
BLAKE M. ELYEA

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



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5. I was not physically present before the Commissioner for Oaths, but was connected to him by video technology and followed the process for remote commissioning.

SWORN BEFORE ME at the City of)
 Burnaby in the Province of British)
 Columbia, this 30th day of March, 2021.)
)
)
)
 _____)
 A Commissioner of Oaths and Notary)
 Public in and for the Province of British)
 Columbia)



BLAKE M. ELYEA

THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 30TH 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
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Clerk's Stamp

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

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

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

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

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

DOCUMENT **AMENDED REVERSE VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Gowling WLG (Canada) LLP
 1600, 421 – 7th Avenue SW
 Calgary, Alberta T2P 4K9
 Attn: Tom Cumming / Caireen E. Hanert / Stephen Kroeger
 Tel: 403.298.1938 / 403.298.1992 / 403.298.1018
 Fax: 403.298.9193
 Email: tom.cumming@gowlingwlg.com /
caireen.hanert@gowlingwlg.com / stephen.kroeger@gowlingwlg.com

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

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

2324159 Alberta Inc. ("**ResidualCo**") for an Order amending and restating the reverse vesting Order pronounced on October 16, 2020, as amended by an Order pronounced on December 7, 2020 (the reverse vesting Order, as amended, the "**Original RVO**"), which is being applied for pursuant to the amended and restated purchase agreement dated March 3, 2021 (the "**Amended Purchase Agreement**") between JMB, 216 and Mantle, attached as Confidential Exhibit "A" (the "**Confidential Exhibit**") to the Affidavit of Byron Levkulich sworn March 24, 2021 (the "**Confidential Affidavit**"); and the thirteenth report dated February 23, 2021 (the "**Thirteenth Report**") of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of JMB and 216 (the "**Monitor**");

AND UPON HAVING READ (a) the Application, filed; (b) the Affidavit of Byron Levkulich sworn on March 4, 2021; (c) the Affidavit of Tyler Pell sworn on March 22, 2021; (d) the Affidavit of Byron Levkulich sworn on March 23, 2021; (e) and the Confidential Affidavit, filed; (d) the fourteenth report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of JMB and 216 (the "**Monitor**") dated March 9, 2021 (the "**Fourteenth Report**"), filed; (e) 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 Purchase Agreement, filed, (iii) the Original RVO, filed, (iv) the assignment order pronounced on October 16, 2020 (the "**Original Assignment Order**"), filed, and (v) the plan sanction Order pronounced on October 16, 2020 (the "**Original Sanction Order**"), sanctioning the joint plan of arrangement of Mantle and the CCAA Applicants under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), and the *Business Corporations Act*, SBC 2002, c 57, as amended (the "**BCA**"), and such plan of arrangement, the "**Original Plan**"), filed; and (f) the Affidavit of Service of 9 sworn March 9, 2021 (the "**Service Affidavit**"), 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 (the "**Acquisition and Reorganization Transactions**"), and vesting certain assets in Mantle (the "**Amended SAVO**"), (b) an Order amending and restating the Original Assignment Order, deleting certain agreements therefrom, filed; and (c) an Order amending and restating the Original Sanction Order (the "**Amended Sanction Order**") and sanctioning an amended and restated joint plan of arrangement (the "**Amended Plan**") of the Plan Parties under the CCAA and BCA, which amends and restates the Original Plan;

AND UPON HEARING the submissions of counsel for JMB, 216, the Monitor, Mantle, and any other parties who may be present;

AND UPON HAVING DETERMINED, based on the forgoing, that (a) for the purposes of section 11.1(3) of the CCAA: (i) neither the Amended Plan nor any other viable alternative compromise or arrangement could be made in respect of JMB and 216 if section 11.1(2) of the CCAA were to apply in respect of this Order; and (ii) it is not contrary to the public interest that the Regulatory Bodies be affected by this Order; and (b) for the purposes of section 11.1(4) of the CCAA, the enforcement or exercise by a Regulatory Body of any rights, remedies, recourses, benefits or interests against 216 or JMB in respect of the AEP Payment Arrears is an enforcement of by such Regulatory Body of its rights as a creditor for the purposes of section 11.1(3) of the CCAA;

AND UPON NOTING that Reclamation Plans must be submitted the AEP under the 060060 EPO and the 060060 EO by May 31, 2021, under 930040 EPO, 120027 EPO and 980116 EPO by May 31, 2021, and under the O’Kane EPO, Kucy EPO, Havener EPO, Buksa EPO and Megley EPO by May 20, 2021, which in each case is after the Effective Time that is anticipated by the Plan Parties;

AND UPON NOTING that the viability of the Acquisition and Reorganization Transactions is dependent in part upon whether the AEP will approve the scope of and the time frame within which the Reclamation Obligations to be performed and the Compliance Issues to be resolved under the Reclamation Plans, and the quantum of Reclamation Security required to be posted under the Reclamation Plans;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service of Application

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

Defined Terms

2. The capitalized terms “**Accounts Receivable**”, “**Aggregate Pit**”, “**Applicable Law**”, “**Assumed Liabilities**”, “**Bonnyville Lands**”, “**Contract**”, “**Edmonton Lease**”, “**Employees**”, “**Governmental Authorities**”, “**Havener Royalty Agreement**”, “**Information**”, “**Inventory**”, “**Kalinko Operating Agreement**”, “**Lands**”, “**Permitted Encumbrances**”, “**Security Interest**”, “**Shankowski Royalty Agreement**” and “**Transferred Employees**” have the meanings given to

them in the Amended Purchase Agreement. Other capitalized terms used in this Order and not otherwise defined shall have the meanings referred to or given to them below:

- (a) **"060060 EO"** means the Enforcement Order No. EO-WA-35659-01 issued to 216, Byron Levkulich, Aaron Patsch and other Persons dated March 12, 2021 in respect of the 216 Disposition identified as SML 060060, as amended by Amendment No. 1 dated March 19, 2021;
- (b) **"060060 EPO"** means the EPO identified as EPO-EPEA-35659-07 dated March 12, 2021 in respect of the 216 Disposition identified as SML 060060, as amended by Amendment No. 1 dated March 19, 2021;
- (c) **"120027 EPO"** means the EPO identified as EPO-EPEA-35659-10 dated March 19, 2021 in respect of the JMB Disposition identified as SML 120027;
- (d) **"216 Disposition Lands"** means the lands subject to one or more 216 Dispositions;
- (e) **"216 Dispositions"** means the Dispositions listed on **Schedule "A"** to this Order under the heading **"216 Dispositions"**;
- (f) **"216 Retained Assets"** means, collectively:
 - (i) the 216 Dispositions and the interest of 216 in the 216 Disposition Lands granted under the 216 Dispositions; and
 - (ii) the **"216 Reserves"**, the **"216 Permits"**, the **"216 Inventory"** and the **"216 Miscellaneous Operational Contracts"**, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
- (g) **"930040 EPO"** means the EPO identified as EPO-EPEA-35659-08 dated March 19, 2021 in respect of the JMB Disposition identified as SML 930040;
- (h) **"980116 EPO"** means the EPO identified as EPO-EPEA-35659-09 dated March 19, 2020 in respect of the JMB Disposition identified as SML 980116;
- (i) **"AEP"** means Alberta Environment and Parks and the MEP;

- (j) “**AEP Payment Arrears**” means any rent, royalties, dues, fees, rates, charges or other money which accrued under the 216 Dispositions and JMB Dispositions prior to the Filing Date, together with any interest or penalties thereon, but specifically excludes Reclamation Security and the Reclamation Obligations;
- (k) “**Aggregate**” is defined in the Amended Purchase Agreement;
- (l) “**ATB**” means ATB Financial;
- (m) “**Buksa Bond**” means the performance bond issued by Northbridge in respect of EPEA Registration 15048-00-00;
- (n) “**Buksa EPO**” means the EPO identified as EPO-EPEA-35659-05 dated March 11, 2021 in respect of EPEA Registration 15048-00-00;
- (o) “**Buksa Pit**” means the Aggregate Pit located at NE-24-56-7-W4;
- (p) “**CCAA Proceedings**” means the proceedings commenced on application by the Applicants under the CCAA pursuant to the Initial Order;
- (q) “**Claim**” means a claim to which JMB or 216 which under section 19(1) of the CCAA may be dealt with by a compromise or arrangement thereunder and to which JMB or 216 either as of the Filing Date or before Plan Implementation;
- (r) “**Compliance Issues**” means failures to comply with the terms or provisions of Dispositions or the Regulatory Legislation;
- (s) “**Disposition**” means a disposition of public land owned by the Crown in right of Alberta under the PLA;
- (t) “**Eastside**” means Eastside Rock Products, Inc.;
- (u) “**Effective Time**” has the meaning given to it in the Amended Plan;
- (v) “**Environmental Reclamation Protocol**” means the environmental reclamation protocol attached as **Schedule “B”** to this Order;
- (w) “**EPEA**” means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12, as amended, the *Conservation and Reclamation Regulation*, AR 115/93, as amended,

together with regulations thereunder relevant to the extraction, processing and transportation of Aggregate, including the *Code of Practice for Pits* thereunder;

- (x) **“EPEA Registrations”** means the registrations held by JMB under the EPEA in respect of the JMB Active Royalty Lands and the JMB Inactive Royalty Lands, and **“EPEA Registration”** means any one of them;
- (y) **“EPO”** means an Environmental Protection Order issued under the Regulatory Legislation;
- (z) **“Excluded Books and Records”** means all Information maintained relating to or in connection with the Excluded ResidualCo Assets or Excluded Liabilities together with personal information relating to Employees who are not Transferred Employees;
- (aa) **“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 (½”) 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;
- (bb) **“Excluded Liabilities”** means all Liabilities of JMB and 216 other than the Assumed Liabilities;
- (cc) **“Excluded ResidualCo Assets”** means, collectively:
 - (i) the JMB Inactive Royalty Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder;
 - (ii) the Excluded Books and Records;
 - (iii) the Excluded Inventory; and

- (iv) the “**PMSI Property**”, the “**Accounts Receivable**” and any “**Rejected Contract**” which has not been disclaimed under section 32 of the CCAA, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
- (dd) “**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;
- (ee) “**Fiera Disposed Equipment**” means any personal property in which a company has or had an interest against which the Security Interest in favour of Fiera ranked in priority to any Security Interest in favour of any other Person that was sold or subject to an agreement to sell, to a Person other than Mantle prior to closing pursuant to the SISF or otherwise, including the equipment listed in **Schedule “C”** to this Order;
- (ff) “**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 “D”** to this Order;
- (gg) “**Filing Date**” means May 1, 2020;
- (hh) “**Havener EPO**” means the EPO identified as EPO-EPEA-35659-04 dated March 11, 2021 in respect of EPEA Registration 17395-01-00;
- (ii) “**Havener Pit**” means the Aggregate Pit located at NW 16-56-7-W4M;
- (jj) “**JMB Active Royalty Agreements**” means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Active Royalty Agreements”;
- (kk) “**JMB Active Royalty Lands**” means the lands subject to one or more JMB Active Royalty Agreements;
- (ll) “**JMB Disposition Lands**” means the lands subject to one or more JMB Dispositions;
- (mm) “**JMB Dispositions**” means the Dispositions listed on **Schedule “A”** under the heading “JMB Dispositions”, and “**JMB Disposition**” means any one of the JMB Dispositions;

- (nn) “**JMB Inactive Royalty Agreements**” means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Inactive Royalty Agreements”;
- (oo) “**JMB Inactive Royalty Lands**” means the lands subject to one or more JMB Inactive Royalty Agreements;
- (pp) “**JMB Retained Assets**” means, collectively:
- (i) the “**JMB Equipment**”, the “**JMB Real Property**”, the “**JMB Reserves**”, the “**JMB Inventory**”, the “**Bonnyville Supply Contract**”, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
 - (ii) the Contracts consisting of (A) the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, (B) the Bonnyville Lease, and (C) the “**JMB Miscellaneous Operational Contracts**”, as the latter term is defined in the Amended Purchase Agreement;
 - (iii) Inventory that is owned by JMB or in which JMB has an interest not located on JMB Real Property, Bonnyville Lands, JMB Disposition Lands, JMB Active Royalty Lands or JMB Inactive Royalty Lands, but excluding for certainty the Excluded Inventory;
 - (iv) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands thereunder;
 - (v) the JMB Active Royalty Agreements and the interest of JMB in the JMB Active Royalty Lands thereunder; and
 - (vi) the EPEA Registrations and other JMB Permits;
- (qq) “**Kucy EPO**” means the EPO identified as EPO-EPEA-35659-03 dated March 11, 2021 in respect of EPEA Registration 306490-00-00;
- (rr) “**Kucy Pit**” means the Aggregate Pit located at NW 17, NE 18, SE 19-63-9-W4;
- (ss) “**Landowner**” means any Person that owns or leases the surface title to JMB Inactive Royalty Lands;

- (tt) **“Lands”** means any one of the JMB Active Royalty Lands, the JMB Disposition Lands or the 216 Disposition Lands;
- (uu) **“Liabilities”** means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, under any Applicable Law, Contract or otherwise, and includes any amounts owing to a Regulatory Body as a creditor and which is a claim for the purposes of section 19(1) of the CCAA, and **“Liability”** means any one of the Liabilities;
- (vv) **“MacDonald EPO”** means the EPO identified as EPO-EPEA-35659-01 dated March 2, 2021 in respect of EPEA Registration 293051-00-00;
- (ww) **“MacDonald Pit”** means the Aggregate Pit located at SE 34-56-7-W4;
- (xx) **“Megley EPO”** means the EPO identified as EPO-EPEA-35659-02 dated March 11, 2021 in respect of EPEA Registration 149949-00-00, as amended by Amendment No. 1 dated March 16, 2021;
- (yy) **“Megley Pit”** means the Aggregate Pit located at SE-35-58-16-W4M;
- (zz) **“MEP”** means Her Majesty the Queen in right of Alberta, as represented by the Minister of Environment and Parks;
- (aaa) **“Northbridge”** means Northbridge General Insurance Corporation;
- (bbb) **“O’Kane EPO”** means the EPO identified as EPO-EPEA-35659-06 dated March 11, 2021 in respect of EPEA Registration 263318-00-00;
- (ccc) **“O’Kane Pit”** means the Aggregate Pit located at NE 10-57-6-W4;
- (ddd) **“Permit”** means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued under the Regulatory Legislation;
- (eee) **“Person”** will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a

corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iv) a Regulatory Body or other Governmental Authority;

- (fff) **“PLA”** means the *Public Lands Act*, RSA 2000, c P-40, as amended, the *Public Lands Administration Regulation*, AR 187/2011, as amended, and any regulations thereunder relevant to the extraction, processing and transportation of Aggregate;
- (ggg) **“PMSI Holder”** means a Person other than ATB or Fiera that holds a Security Interest attaching to PMSI Property which ranks in priority to any other Security Interest attaching to such PMSI Property;
- (hhh) **“PMSI Property”** means the personal property listed on **Schedule “E”** to this Order;
- (iii) **“Reclamation Obligations”** means the abandonment, reclamation and remediation obligations under the EPEA and PLA in respect of the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;
- (jjj) **“Reclamation Plan”** means the plans to perform Reclamation Obligations in respect of the Lands subject to the Inactive 216 Dispositions, the Inactive JMB Dispositions and JMB Inactive Royalty Agreements:
- (i) submitted by 216 or JMB pursuant to the EPO issued in respect thereof and the 060 EO; and
 - (ii) submitted by the Inactive 216 Dispositions identified as DLO 200059, DML 200017, TFA 201094, TFA 201290 and DLO 170011, and the Inactive JMB Dispositions identified as SML 120027, SML 930040, SML 980116, DML 120032, SME 150106, SME 200009 and TFA 194837,
- and approved by the AEP or determined as contemplated by paragraph 15 of this Order, and **“Reclamation Plan”** shall mean any one of the Reclamation Plans;
- (kkk) **“Reclamation Security”** means security for Reclamation Obligations granted or delivered to the AEP pursuant to the EPEA Registrations in accordance with the EPEA;

- (lll) **“Regulatory Body”** has the meaning given to that term in section 11.1(1) of the CCAA and for greater certainty includes the AEP or any other Governmental Authority under the Regulatory Legislation;
- (mmm) **“Regulatory Legislation”** means the EPEA and the PLA;
- (nnn) **“Released Party”** means each of JMB, 216, Mantle, the directors and officers of each of JMB, 216 and Mantle as of the Effective Time, the Monitor, the Chief Restructuring Advisor, and legal counsel of such Persons;
- (ooo) **“Remaining ATB Debt”** is defined in the Amended Purchase Agreement;
- (ppp) **“Remaining Fiera Debt”** is defined in the Amended Purchase Agreement;
- (qqq) **“Royalty Agreement”** is defined in the Amended Purchase Agreement; and
- (rrr) **“Updated Activity Plan”** means an updated activity plan under the EPEA in respect of the JMB Active Royalty Lands subject to the Shankowski Royalty Agreement or the Havener Royalty Agreement.

Amended and Restated Order

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

Retention in JMB and 216 and Reverse Vesting in ResidualCo

4. Upon delivery of a Monitor’s certificate to Mantle and the CCAA Applicants, substantially in the form attached as Schedule “A” to the Amended SAVO (the **“Monitor’s Certificate”**), the following shall occur and shall be deemed to have occurred at the Effective Time in accordance with Section 5.1 of the Amended Plan:
- (a) JMB shall retain all of its right, title and interest in and to the JMB Retained Assets, free and clear of any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order;
- (ii) all charges, security interests or claims evidenced by registrations pursuant to: (i) the *Personal Property Security Act*, RSA 2000, c P-7 or any other real or personal property registry system (the “**Property Security Legislation**”); and (ii) the *Land Titles Act*, RSA 2000, c L-7 (the “**LTA**”); and
- (iii) any liens or claims of lien under the *Builders’ Lien Act*, RSA 2000, c B-7 (the “**BLA**”);

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

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

thereof (such Persons being collectively referred to as the “**Excluded Creditors**” and individually referred to as an “**Excluded Creditor**”);

- (e) Any and all Excluded Liabilities (including, for greater certainty, the Remaining ATB Debt and Remaining Fiera Debt) shall be transferred to and vest absolutely in ResidualCo and ResidualCo shall be deemed to have assumed and become liable for such Excluded Liabilities up to and solely to the extent of the Excluded ResidualCo Assets and the Excluded Proceeds, as set out in paragraph 9 of this Order, and subject to the Initial Order and any other applicable Order in these proceedings, the Excluded Creditors (including, for greater certainty, ATB and Fiera) will have all of the rights, remedies, recourses, benefits and interests against ResidualCo up to and solely to the extent of the Excluded ResidualCo Assets, which immediately prior to the Effective Time, they had against JMB and/or 216, and the nature of the Excluded Liabilities, including, without limitation, their amount, priority, and secured or unsecured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo;
- (f) Subject to subparagraph 4(g) of this Order:
 - (i) the Excluded Creditors shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with pursuant to the Excluded Liabilities or the Excluded Encumbrances against JMB, 216 or any assets held by JMB or 216 subsequent to the Effective Time, but subject to the Initial Order, ResidualCo shall be subject to all such steps or proceedings in place of JMB and/or 216;
 - (ii) any Excluded Creditor that prior to the Effective Time had a valid right or claim against JMB and/or 216 under or pursuant to any Excluded Liability shall no longer have such right or claim against JMB and/or 216, but shall have an equivalent Excluded Liability claim against ResidualCo to the extent of ResidualCo’s interests in the Excluded ResidualCo Assets and the Excluded Proceeds, as set out in paragraph 9 of this Order, from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens, extinguishes, or alters the Excluded

Liability claimed by any such Excluded Creditor as against ResidualCo to the extent of its interest in the Excluded ResidualCo Assets and the Excluded Proceeds; and

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

- other rights as a result of, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo;
- (b) where any Person was liable to 216 for any existing or potential Liability that is included in the Excluded ResidualCo Assets (any such Liability being a “**216 Claim**”), such 216 Claim shall not be affected by, and such Person shall have no defence, claim, set-off or other rights as a result of, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo;
- (c) ResidualCo may, and is hereby authorized to, commence, continue and prosecute proceedings in respect of the JMB Claims in JMB’s name, and in respect of 216 Claims in 216’s name, and all benefits to be derived from the proceedings taken by ResidualCo in respect of the JMB Claims or 216 Claims, as authorized by this Order, together with the costs of same, shall belong exclusively to ResidualCo and not JMB or 216, as applicable, and shall form part of the Excluded ResidualCo Assets to be held in trust by ResidualCo for and on behalf of the Excluded Creditors in accordance with this Order;
- (d) in the event that paragraph 8(a) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, JMB shall act as agent for and on behalf of ResidualCo in taking any steps or commencing any action or proceeding to enforce the JMB Claim for and on behalf of ResidualCo;
- (e) in the event that paragraph 8(b) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, 216 shall act as agent for and on behalf of ResidualCo in taking any steps or commencing any action or proceeding to enforce the 216 Claim for and on behalf of ResidualCo.
9. Subject to paragraph 10 of this Order, from and after the Effective Time, ResidualCo shall hold the Excluded ResidualCo Assets in trust for and on behalf of any Excluded Creditors, provided that to the extent that the vesting and transfer to ResidualCo of the Excluded ResidualCo Assets from JMB and 216 and the assumption by ResidualCo of the Excluded Liabilities from JMB and 216 pursuant to paragraph 4 of this Order would result in and preserve the *pro rata* rights of any of the Excluded Creditors in respect of the Excluded Liabilities so that:
- (a) ResidualCo shall hold the Excluded ResidualCo Assets vested and conveyed from JMB and the Excluded Proceeds thereof in trust for the Excluded Creditors with Excluded

Liabilities and Excluded Encumbrances vested and assumed from JMB in trust for such Excluded Creditors; and

- (b) ResidualCo shall hold the Excluded ResidualCo Assets vested and conveyed from 216 and the Excluded Proceeds thereof in trust for the Excluded Creditors with Excluded Liabilities and Excluded Encumbrances vested and assumed from 216 in trust for such Excluded Creditors.
10. ResidualCo shall be deemed to have granted access to and in favour of JMB to the JMB Inactive Royalty Lands to permit JMB to carry out reclamation work on the JMB Inactive Royalty Lands and sell any Aggregate that has been extracted and stored on the JMB Inactive Royalty Lands, and upon the sale thereof, title to the proceeds of sale thereof shall vest in JMB free and clear of all other interests other than any Security Interest in ATB, and any royalty in favour of the Person who owns the applicable JMB Inactive Royalty Lands arising from such sale. As security for the obligation of ResidualCo to provide such access to JMB, JMB shall be entitled to the benefits of and is hereby granted a charge on the JMB Inactive Royalty Lands (the “**Access Charge**”), which Access Charge shall rank behind the charges granted pursuant to the Initial Order, but in priority to any other Encumbrances in favour of any Person, and shall not otherwise be limited or impaired by:
- (a) the pendency of these proceedings and the declarations of insolvency made in the CCAA Proceedings or otherwise;
- (b) any application for bankruptcy order issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; or
- (d) the provisions of any federal or provincial statutes.
11. ResidualCo shall be entitled to enter into and upon, hold and enjoy the Excluded ResidualCo Assets for its use and benefit in accordance with the Initial Order, this Amended Reverse Vesting Order, and any other Order made in the CCAA Proceedings.

Vesting in Eastside

12. Effective on the date that the Original RVO was pronounced, all of JMB's right, title and interest in and to the Fiera Eastside Equipment is hereby vested in and transferred to Eastside, but subject to any and all Excluded Encumbrances which specifically affect and attach to the Fiera Eastside Equipment, all of which shall continue to attach to the Fiera Eastside Equipment and to any and all proceeds of the Fiera Eastside Equipment (any such proceeds being the "**Eastside Proceeds**") and to secure the payment and performance of any Excluded Liabilities secured thereby, with such Excluded Encumbrances and Excluded Liabilities having the same nature and priority as against the Fiera Eastside Equipment and the Eastside Proceeds as they had immediately prior to the transfer and vesting.

PMSI Holders

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

Regulatory Bodies

14. This Court hereby declares that:
- (a) the AEP Payment Arrears are Claims for the purposes of section 19(1) of the CCAA and that the Regulatory Bodies are creditors for the purposes of section 11.1(3) of the CCAA in respect of any exercise of any right, power or remedy to collect or enforce the payment of AEP Payment Arrears;

- (b) the AEP Payment Arrears are Excluded Liabilities and from and after the Effective Time:
- (i) the AEP Payment Arrears shall be debts and liabilities of ResidualCo to the applicable Regulatory Body and shall cease to be debts or liabilities of 216 or JMB to such Regulatory Body; and
 - (ii) the Regulatory Bodies are, for the purposes of any AEP Payment Arrears owed to them, Excluded Creditors; and
- (c) the Environmental Reclamation Protocol is binding upon the Plan Parties and the AEP.
15. Notwithstanding that Plan Implementation has occurred, in the event of a dispute between the AEP and the Plan Parties with respect to the approval of one or more Reclamation Plans or Updated Activity Plans (including with respect to the scope of or the time frame within which the Reclamation Obligations are to be performed or the Compliance Issues are to be resolved thereunder) or the quantum of Reclamation Security required to be posted by JMB or 216, and such dispute could reasonably be expected render the Acquisition and Reorganization Transactions unviable absent a resolution of such dispute, the Plan Parties may apply to this Honourable Court, on notice to the AEP, for relief under the CCAA, including section 11.1, to resolve such dispute in a manner that is not contrary to the public interest.
16. Subject to paragraphs 17 and 18 of this Order, from and after the Effective Time, except with the leave of this Court on notice to JMB, 216 and Mantle:
- (a) all rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting in any way any Plan Party, 216 Disposition, JMB Disposition, EPEA Registration or Permit, or any Disposition, EPEA Registration or Permit issued, transferred or assigned to a Plan Party hereafter, to enforce the payment of the AEP Payment Arrears, or arising from the non-payment thereof by 216 or JMB, are hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such right or remedy against any Plan Party to collect or enforce the payment of the AEP Payment Arrears, or, as a result of such non-payment, to terminate or deny any right, privilege or application for an approval in respect of any 216 Disposition, JMB Disposition, EPEA Registration or Permit, or any Disposition, EPEA Registration or Permit issued, transferred or assigned to a Plan Party hereafter;

- (b) all rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting in any way either Byron Levkulich or Aaron Patsch, are hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such right or remedy in respect of any failure to perform Reclamation Obligations or rectify any Compliance Issues occurring at any time prior to the Effective Time, provided that, for greater certainty, such stay or suspension does not apply to any failure to perform Reclamation Obligations or rectify Compliance Issues in accordance with any applicable Reclamation Plan, Updated Activity Plan, Disposition or the Regulatory Legislation after the Effective Time;
- (c) all rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting any Plan Party are hereby permanently stayed and suspended, and no Regulatory Body shall terminate, rescind or refuse to renew in JMB, 216 or Mantle any 216 Disposition, JMB Disposition, EPEA Registration or Permit, refuse to grant new Disposition, EPEA Registration or Permit to a Plan Party, refuse to consent to the transfer or assignment to a Plan Party of any Disposition, EPEA Registrations or Permit, or enforce or exercise (or purport to enforce or exercise) any other right or remedy under or in respect of such Dispositions, EPEA Registrations or Permits, or under any Regulatory Legislation, for or by reason of:
- (i) any event which occurred prior to but does not continue after the Effective Time;
 - (ii) JMB and 216 having sought or obtained relief under the CCAA;
 - (iii) the financial condition or insolvency of JMB or 216;
 - (iv) the effect upon JMB or 216 of Plan Implementation and the Acquisition and Reorganization Transactions;
 - (v) the vesting in and assumption by ResidualCo of the AEP Payment Arrears; or
 - (vi) any failure of ResidualCo to pay the AEP Payment Arrears,

provided that, for greater certainty, such stay or suspension does not apply to any failure to perform Reclamation Obligations or rectify Compliance Issues in accordance with any applicable Reclamation Plan, Updated Activity Plan, Disposition or the Regulatory Legislation after the Effective Time.

17. Notwithstanding paragraphs 15 and 16 of this Order, nothing in this Order shall:
- (a) empower a Plan Party to carry on any business that the Plan Party is not lawfully entitled to carry on;
 - (b) affect any investigations, actions, suits or proceedings by the AEP in respect of any failure by a Plan Party to comply with its obligations under the Regulatory Legislation or the Reclamation Plans, other than relating to the matters described in paragraphs 15 and 16 of this Order; or
 - (c) exempt a Plan Party from compliance with the Environmental Reclamation Protocol, the Reclamation Plans and the Regulatory Legislation.
18. Paragraphs 15 and 16 of this Order shall become effective upon the Monitor delivering a certificate confirming the delivery to the AEP of the Reclamation Security under section 3.2(a) of the Environmental Reclamation Protocol and the delivery to counsel for the Plan Applicants (“**Mantle Counsel**”) of the funds required under section 3.2(b) of the Environmental Reclamation Protocol, provided that in the event that Northbridge makes payment to the AEP under the Buksa Bond, the AEP will pay those funds to JMB.
19. From and after the Effective Time and the delivery by the Monitor of the certificate contemplated by paragraph 18 of this Order, if a Landowner of a JMB Inactive Royalty Land does not grant or permit access for JMB or its employees or contractors to such JMB Inactive Royalty Land for the purposes of performing the Reclamation Work, JMB having employed reasonable efforts to obtain such access (which reasonable efforts shall not include the payment of any amounts for such access), and the AEP is unable or unwilling to obtain such access upon written request by JMB, then JMB may authorize and direct Mantle Counsel to deposit with the AEP those funds in the Trust Fund relating to such JMB Inactive Royalty Land, whereupon the AEP shall be stayed from taking any action to require any further performance of the Reclamation Obligations in respect of such JMB Inactive Royalty Land either against JMB or its officers or directors.

Releases

20. Subject to paragraph 21, effective from and after the Effective Time, the Released Parties shall be released and discharged from any and all actions, causes of action, counterclaims or suits in respect of any Claims or Encumbrances securing Claims of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen,

existing or hereafter arising, and all Claims be forever waived and released, all to the full extent permitted by Applicable Law. For clarity, the ability of any Person to proceed against any Released Party in respect of any Claims released and discharged hereby shall be forever discharged, barred and restrained, and all proceedings with respect to, in connection with, or relating to any such matter is enjoined and permanently stayed.

21. Nothing in paragraph 20 shall release or discharge a Released Party from:
- (a) any obligation created by or existing under the Amended Plan or any related document;
 - (b) any Claim against a Released Party that is determined by a Final Order of a Court of competent jurisdiction to arise from criminal acts, fraud or wilful misconduct of such Released Party; or
 - (c) any Claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) or 19(2) of the CCAA, as determined by a Final Order of a Court of competent jurisdiction.
22. From and after the Effective Time, a Person may only commence an action against a Released Party contemplated by paragraph 21 if such Person has first obtained leave of this Court on notice to the applicable Released Party, the Plan Parties and the Monitor (unless previously discharged); provided that no Person shall be prevented from commencing such an action against a Released Party where such an action must be taken in order to comply with statutory time limitations in order to preserve such Person's rights at law, provided further that no further steps shall be taken by such Person except in accordance with the provisions of the within Order (including the requirement herein to obtain the leave of the Court at the first available opportunity), and notice in writing of such action be given to the applicable Released Party, the Plan Parties and the Monitor (unless previously discharged) at the first available opportunity.

Authorization of Monitor

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

Effective Time

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

Pendency of Bankruptcy Proceedings

25. Notwithstanding:

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

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

Addition of ResidualCo as an Applicant

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

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

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

Advice and Direction

28. In addition to the disputes referred to in paragraph 15 of this Order, the Plan Parties, the Monitor and any other interested party shall be at liberty to apply to this Court for further advice, assistance and direction as may be necessary in order to:
- (a) give full force and effect to the terms of this Order;
 - (b) assist and aid the Plan Parties and the Monitor in closing the Acquisition and Reorganization Transactions; and
 - (c) in the event that a Landowner does not allow reasonable access to JMB Inactive Royalty Lands in order to permit JMB or its representatives or contractors to perform Reclamation Obligations or take possession of and dispose of Aggregate Inventory to which JMB is entitled.

Aid and Recognition

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

Service

30. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the Persons listed on the service list created in these proceedings;
 - (ii) any other Person served with notice of the application for this Order;

- (iii) any other parties attending or represented at the application for this Order; and
 - (iv) the Monitor or its solicitors; and
- (b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/jmb/default.htm>,

and service on any other Person is hereby dispensed with.

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

Justice of the Court of Queen's Bench of Alberta

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

1. **216 Dispositions**

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

2. JMB Dispositions

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

3. JMB Active Royalty Agreements

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

4. JMB Inactive Royalty Agreements

- (a) Royalty Agreement made as of December 31, 2018 between JMB and 302016 Alberta Limited, care of Rose Short, in respect of the Aggregate Pit located at NE-24-56-7-W4, in respect of which JMB holds EPEA Registration 15048-03-02;
- (b) Royalty Agreement made as of January 7, 2020 between Ron and Rita Kucy, Ron and Vonda Hoye, and JMB in respect of an Aggregate Pit located at LSD 1-19-63-9-W4, in respect of which JMB holds EPEA Registration 306490-00-00;
- (c) Royalty Agreement made as of October 27, 2019 between Allan K MacDonald and JMB in respect of an Aggregate Pit located at SE 34-56-7-W4, in respect of which JMB holds EPEA Registration 293051-00-00;
- (d) Royalty Agreement made as of September 30, 2018 between Doug Megley and JMB in respect of an Aggregate Pit located at SW-36-58-16-W4, in respect of which JMB holds EPEA Registration 149949-00-00;
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed O'Kane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4, in respect of which JMB holds EPEA Registration 263318-00-00.

Schedule "B"
Environmental Reclamation Protocol

JB

Schedule "C"
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
	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

JB

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
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	Arnes		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Arnes		Tri-Axle End Dump Trailer	2A9073733FA003599

Schedule "D"
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	

Schedule "E"
PMSI Property

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company	2016	Ford	F250	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
Ford Credit Canada Limited	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre	2012	Smith - Co	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	Smith - Co	Super B	Tandem Axle Pup Side Dump Trailer	1S9SS2929CL476518
	2018	Elrus		6' x 20" Deck Screen	M7102ERC18SC
	2012	Elrus	HD2054	Portable Jaw Crusher	M6028ERC12CJS
	2002	Elrus	M2943 2236	Portable Jaw Crusher	M7102ERC18SC
Caterpillar Financial Services Limited	2015	Caterpillar	972MXE	Articulated Wheel Loader	CAT0972MKEDW00340
	2016	Caterpillar	980M	Wheel Loader	CAT0980MCKRS01308
	2012	Caterpillar	D8T	Crawler Dozer	CAT00D8TEMLN01555
	2014	Caterpillar	246D	Skid Steer Loader	CAT0246DLBYF00587
	2016	Caterpillar	246D	Skid Steer Loader	CAT0246DTBYF02460
VFS Canada Inc.	2017	Volvo	L220H	Wheel Loader	VCCEL220HL00002736
TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	817775
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847651
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847652
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847655
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847656
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847657
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847658
	2015	Terex Cedarapids	6203	6' x 20' Portable Screening Plant	TRX620HSCOKFK0807
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plant with Switchgear	2807-14

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2014	CR		30" x 54" Jaw Crusher	TRXJ3054COKEE0657
	2014	AMI	C04521	50" x 20" VGF	2806-14
Komatsu International (Canada) Inc. and SMS Equipment Inc.	2014	Komatsu	WA470-7	Articulated Wheel Loader	10123
	2019	Komatsu	WA500-8	Wheel Loader	A96809
	2019	Komatsu	PC490LC-11	Crawler Excavator	A42247
		Hensley		7.5 CY Spade Nose Bucket 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	
	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

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 30TH 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
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Clerk's Stamp

COURT FILE NUMBER 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

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

DOCUMENT **AMENDED REVERSE VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attn: Tom Cumming / Caireen E. Hanert / Stephen Kroeger
Tel: ~~403.298.1938/403.298.1992/403.298.1018~~ 403.298.1938 / 403.298.1992 / 403.298.1018
Fax: 403.298.9193
Email: tom.cumming@gowlingwlg.com / caireen.hanert@gowlingwlg.com / stephen.kroeger@gowlingwlg.com

DATE ON WHICH ORDER WAS PRONOUNCED: March ~~5~~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") ~~and~~, Mantle Materials Group, Ltd.

JB

(“Mantle”, and collectively with JMB and 216, the “Plan Parties”, and individually, a “Plan Party”) and 2324159 Alberta Inc. (“ResidualCo”) for an Order amending and restating the reverse vesting Order pronounced on October 16, 2020, as amended by an Order pronounced on December 7, 2020 (the reverse vesting Order, as amended, the “Original RVO”), which is being applied for pursuant to the amended and restated purchase agreement dated March 3, 2021 (the “Amended Purchase Agreement”) between JMB, 216 and Mantle, attached as Confidential Exhibit “~~•~~A” (the “Confidential Exhibit”) to the Affidavit of Byron Levkulich sworn March 4~~24~~, 2021 (the “Confidential Affidavit”); and the thirteenth report dated February 23, 2021 (the “Thirteenth Report”) of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of JMB and 216 (the “Monitor”);

AND UPON HAVING READ (a) the Application, filed; (b) the Affidavit of Byron Levkulich sworn on March 4, 2021; (c) the Affidavit of Tyler Pell sworn on March 22, 2021; (d) the Affidavit of Byron Levkulich sworn on March 23, 2021; (e) and the Confidential Affidavit, filed; ~~(e) the Affidavit of • sworn March •, 2021;~~ (d) the fourteenth report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of JMB and 216 (the “Monitor”) dated March •, 2021 (the “Fourteenth Report”), filed; (e) 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 Purchase Agreement, filed, (iii) the Original RVO, filed, (iv) the assignment order pronounced on October 16, 2020 (the “Original Assignment Order”), filed, and (v) the plan sanction Order pronounced on October 16, 2020 (the “Original Sanction Order”), sanctioning the joint plan of arrangement of Mantle and the CCAA Applicants under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “CCAA”), and the *Business Corporations Act*, SBC 2002, c 57, as amended (the “BCA”, and such plan of arrangement, the “Original Plan”), filed; and (f) the Affidavit of Service of • sworn March •, 2021 (the “Service Affidavit”), 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 (the “Acquisition and Reorganization Transactions”), and vesting certain assets in Mantle (the “Amended SAVO”), (b) an Order amending and restating the Original Assignment Order, deleting certain agreements therefrom, filed; and (c) an Order amending and restating the Original Sanction Order (the “Amended Sanction Order”) and sanctioning an

amended and restated joint plan of arrangement (the “**Amended Plan**”) of the Plan Parties under the CCAA and BCA, which amends and restates the Original Plan;

AND UPON HEARING the submissions of counsel for JMB, 216, the Monitor, Mantle, and any other parties who may be present;

AND UPON HAVING DETERMINED, based on the forgoing, that (a) for the purposes of section 11.1(3) of the CCAA: (i) neither the Amended Plan nor any other viable alternative compromise or arrangement could be made in respect of JMB and 216 if section 11.1(2) of the CCAA were to apply in respect of this Order; and (ii) it is not contrary to the public interest that the Regulatory Bodies be affected by this Order; and (b) for the purposes of section 11.1(4) of the CCAA, the enforcement or exercise by a Regulatory Body of any rights, remedies, recourses, benefits or interests against 216 or JMB in respect of the AEP Payment Arrears is an enforcement of by such Regulatory Body of its rights as a creditor for the purposes of section 11.1(3) of the CCAA;

AND UPON NOTING that Reclamation Plans must be submitted the AEP under the 060060 EPO and the 060060 EO by May 31, 2021, under 930040 EPO, 120027 EPO and 980116 EPO by May 31, 2021, and under the O’Kane EPO, Kucy EPO, Havener EPO, Buksa EPO and Megley EPO by May 20, 2021, which in each case is after the Effective Time that is anticipated by the Plan Parties;

AND UPON NOTING that the viability of the Acquisition and Reorganization Transactions is dependent in part upon whether the AEP will approve the scope of and the time frame within which the Reclamation Obligations to be performed and the Compliance Issues to be resolved under the Reclamation Plans, and the quantum of Reclamation Security required to be posted under the Reclamation Plans;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service of Application

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

Defined Terms

2. The capitalized terms “**Accounts Receivable**”, “**Aggregate Pit**”, “**Applicable Law**”, “**Assumed Liabilities**”, “**Bonnyville Lands**”, “**Contract**”, “**Edmonton Lease**”, “**Employees**”, “**Governmental Authorities**”, “**Havener Royalty Agreement**”, “**Information**”, “**Inventory**”, “**Kalinko Operating Agreement**”, “**Lands**”, “**Permitted Encumbrances**”, “**Security Interest**”,

“Shankowski Royalty Agreement” and “Transferred Employees” have the meanings given to them in the Amended Purchase Agreement. Other capitalized terms used in this Order and not otherwise defined shall have the meanings referred to or given to them below:

- (a) “060060 EO” means the Enforcement Order No. EO-WA-35659-01 issued to 216, Byron Levkulich, Aaron Patsch and other Persons dated March 12, 2021 in respect of the 216 Disposition identified as SML 060060, as amended by Amendment No. 1 dated March 19, 2021;
- (b) “060060 EPO” means the EPO identified as EPO-EPEA-35659-07 dated March 12, 2021 in respect of the 216 Disposition identified as SML 060060, as amended by Amendment No. 1 dated March 19, 2021;
- (c) “120027 EPO” means the EPO identified as EPO-EPEA-35659-10 dated March 19, 2021 in respect of the JMB Disposition identified as SML 120027;
- (d) ~~(a)~~ **“216 Disposition Lands”** means the lands subject to one or more 216 Dispositions;
- (e) ~~(b)~~ **“216 Dispositions”** means the Dispositions listed on **Schedule “A”** to this Order under the heading **“216 Dispositions”**;
- (f) ~~(c)~~ **“216 Retained Assets”** means, collectively:
 - (i) the 216 Dispositions and the interest of 216 in the 216 Disposition Lands granted under the 216 Dispositions; and
 - (ii) the **“216 Reserves”**, the **“216 Permits”**, the **“216 Inventory”** and the **“216 Miscellaneous Operational Contracts”**, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
- (g) “930040 EPO” means the EPO identified as EPO-EPEA-35659-08 dated March 19, 2021 in respect of the JMB Disposition identified as SML 930040;
- (h) “980116 EPO” means the EPO identified as EPO-EPEA-35659-09 dated March 19, 2021 in respect of the JMB Disposition identified as SML 980116;
- (i) ~~(d)~~ **“AEP”** means Alberta Environment and Parks and the MEP;

- (i) ~~(e)~~ “**AEP Payment Arrears**” means any rent, royalties, dues, fees, rates, charges or other money which accrued under the 216 Dispositions and JMB Dispositions prior to the Filing Date, together with any interest or penalties thereon, but specifically excludes Reclamation Security and the Reclamation Obligations;
- (k) ~~(f)~~ “**Aggregate**” is defined in the Amended Purchase Agreement;
- (l) ~~(g)~~ “**ATB**” means ATB Financial;
- (m) “**Buksa Bond**” means the performance bond issued by Northbridge in respect of EPEA Registration 15048-00-00;
- (n) “**Buksa EPO**” means the EPO identified as EPO-EPEA-35659-05 dated March 11, 2021 in respect of EPEA Registration 15048-00-00;
- (o) “**Buksa Pit**” means the Aggregate Pit located at NE-24-56-7-W4;
- (p) ~~(h)~~ “**CCAA Proceedings**” means the proceedings commenced on application by the Applicants under the CCAA pursuant to the Initial Order;
- (q) “**Claim**” means a claim to which JMB or 216 which under section 19(1) of the CCAA may be dealt with by a compromise or arrangement thereunder and to which JMB or 216 either as of the Filing Date or before Plan Implementation;
- (r) “**Compliance Issues**” means failures to comply with the terms or provisions of Dispositions or the Regulatory Legislation;
- (s) ~~(i)~~ “**Disposition**” means a disposition of public land ~~owned by~~ the Crown in right of Alberta under the ~~Public Lands Act, RSA 2000, Ch. P 40 and the regulations thereunder~~ PLA;
- (t) ~~(j)~~ “**Eastside**” means Eastside Rock Products, Inc.;
- (u) ~~(k)~~ “**Effective Time**” has the meaning given to it in the Amended Plan;
- (v) “**Environmental Reclamation Protocol**” means the environmental reclamation protocol attached as Schedule “B” to this Order;

- (w) ~~(+)~~ “EPEA” means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12, as amended, the *Conservation and Reclamation Regulation*, AR 115/93, as amended, together with regulations thereunder relevant to the extraction, processing and transportation of Aggregate, including the *Code of Practice for Pits* thereunder;
- (x) “EPEA Registrations” means the registrations held by JMB under the EPEA in respect of the JMB Active Royalty Lands and the JMB Inactive Royalty Lands, and “EPEA Registration” means any one of them;
- (y) “EPO” means an Environmental Protection Order issued under the Regulatory Legislation;
- (z) ~~(m)~~ “Excluded Books and Records” means all Information maintained relating to or in connection with the Excluded ResidualCo Assets or Excluded Liabilities together with personal information relating to Employees who are not Transferred Employees;
- (aa) ~~(n)~~ “Excluded Inventory” means ~~(ia)~~ 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 (½”) asphalt material; ~~(ib)~~ 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 ~~(iia)~~ (iia) the Inventory on the lands subject to the Kalinko Operating Agreement;
- (bb) ~~(o)~~ “Excluded Liabilities” means all Liabilities of JMB and 216 other than the Assumed Liabilities;
- ~~(p)~~ — “Excluded Real Property” means ~~is defined in paragraph 5(a)(i) of this Order;~~
- (cc) ~~(q)~~ “Excluded ResidualCo Assets” means, collectively:

- (i) the JMB Inactive Royalty Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder;
- (ii) the Excluded Books and Records;
- (iii) the Excluded Inventory; and
- (iv) the “PMSI Property”, the “Accounts Receivable” and any “Rejected Contract” which has not been disclaimed under section 32 of the CCAA, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;

(dd) ~~(+)~~ “**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;

(ee) ~~(+)~~ “**Fiera Disposed Equipment**” means any personal property in which a company has or had an interest against which the Security Interest in favour of Fiera ranked in priority to any Security Interest in favour of any other Person that was sold or subject to an agreement to sell, to a Person other than Mantle prior to closing pursuant to the SISP or otherwise, including the equipment listed in **Schedule “BC”** to this Order;

(ff) ~~(+)~~ “**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 “CD”** to this Order;

(gg) ~~(+)~~ “**Filing Date**” means May 1, 2020;

(hh) “**Havener EPO**” means the EPO identified as EPO-EPEA-35659-04 dated March 11, 2021 in respect of EPEA Registration 17395-01-00;

(ii) “**Havener Pit**” means the Aggregate Pit located at NW 16-56-7-W4M;

(jj) ~~(+)~~ “**JMB Active Royalty Agreements**” means the Royalty Agreements listed on **Schedule**

“**A**” to this Order under the heading “JMB Active Royalty Agreements”;

- (kk) ~~(w)~~ “**JMB Active Royalty Lands**” means the lands subject to one or more JMB Active Royalty Agreements;
- (ll) ~~(x)~~ “**JMB Disposition Lands**” means the lands subject to one or more JMB Dispositions;
- (mm) ~~(y)~~ “**JMB Dispositions**” means the Dispositions listed on **Schedule “A”** under the heading “JMB Dispositions”, and “**JMB Disposition**” means any one of the JMB Dispositions;
- (nn) ~~(z)~~ “**JMB Inactive Royalty Agreements**” means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Inactive Royalty Agreements”;
- (oo) ~~(aa)~~ “**JMB Inactive Royalty Lands**” means the lands subject to one or more JMB Inactive Royalty Agreements;
- (pp) ~~(bb)~~ “**JMB Retained Assets**” means, collectively:
- (i) the “**JMB Equipment**”, the “**JMB Real Property**”, the “**JMB Reserves**”, the “**JMB Inventory**”, the “**Bonnyville Supply Contract**”, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
 - (ii) the Contracts consisting of (A) the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, (B) the Bonnyville Lease, and (C) the “**JMB Miscellaneous Operational Contracts**”, as the latter term is defined in the Amended Purchase Agreement;
 - (iii) Inventory that is owned by JMB or in which JMB has an interest not located on JMB Real Property, Bonnyville Lands, JMB Disposition Lands, JMB Active Royalty Lands or JMB Inactive Royalty Lands, but excluding for certainty the Excluded Inventory;
 - (iv) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands thereunder;
 - (v) the JMB Active Royalty Agreements and the interest of JMB in the JMB Active Royalty Lands thereunder; and
 - (vi) the ~~JMB Royalty~~EPEA Registrations and other JMB Permits;

~~(ee)~~ **“JMB Royalty Registration**

(qq) **“Kucy EPO”** means ~~a registration held by JMB under the EPEA~~ the EPO identified as EPO-EPEA-35659-03 dated March 11, 2021 in respect of EPEA Registration 306490-00-00;

(rr) **“Kucy Pit”** means the Aggregate ~~Pits~~ Pit located ~~on the JMB Active Royalty Lands and the JMB Inactive Royalty Lands~~ at NW 17, NE 18, SE 19-63-9-W4;

(ss) ~~(dd)~~ **“Landowner”** means any Person that owns or leases the surface title to JMB Inactive Royalty Lands;

(tt) **“Lands”** means any one of the JMB Active Royalty Lands, the JMB Disposition Lands or the 216 Disposition Lands;

(uu) ~~(ee)~~ **“Liabilities”** means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, under any Applicable Law, Contract or otherwise, and includes any amounts owing to a Regulatory Body as a creditor and which is a claim for the purposes of section 19(1) of the CCAA, and **“Liability”** means any one of the Liabilities;

(vv) **“MacDonald EPO”** means the EPO identified as EPO-EPEA-35659-01 dated March 2, 2021 in respect of EPEA Registration 293051-00-00;

(ww) **“MacDonald Pit”** means the Aggregate Pit located at SE 34-56-7-W4;

(xx) **“Megley EPO”** means the EPO identified as EPO-EPEA-35659-02 dated March 11, 2021 in respect of EPEA Registration 149949-00-00, as amended by Amendment No. 1 dated March 16, 2021;

(yy) **“Megley Pit”** means the Aggregate Pit located at SE-35-58-16-W4M;

(zz) ~~(ff)~~ **“MEP”** means Her Majesty the Queen in right of Alberta, as represented by the Minister of Environment and Parks;

(aaa) ~~(gg)~~ **“Northbridge”** means Northbridge General Insurance Corporation;

- ~~(hh) “Northbridge Bonds” performance bonds issued by Northbridge in respect of the obligations of JMB under the JMB Royalty Registrations;~~
- (bbb) “O’Kane EPO” means the EPO identified as EPO-EPEA-35659-06 dated March 11, 2021 in respect of EPEA Registration 263318-00-00;
- (ccc) “O’Kane Pit” means the Aggregate Pit located at NE 10-57-6-W4;
- (ddd) ~~(ii)~~ “Permit” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued under the Regulatory Legislation;
- (eee) ~~(jj)~~ “Person” will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iv) a Regulatory Body or other Governmental Authority;
- ~~(kk) “Plan Implementation” means the fulfillment, satisfaction or waiver of the conditions set out in in the Amended Plan and the occurrence or effecting of the sequential steps set out therein.~~
- ~~(ll) “Plan Implementation Date” means the date on which Plan Implementation occurs;~~
- (fff) “PLA” means the *Public Lands Act*, RSA 2000, c P-40, as amended, the *Public Lands Administration Regulation*, AR 187/2011, as amended, and any regulations thereunder relevant to the extraction, processing and transportation of Aggregate;
- (ggg) ~~(mm)~~ “PMSI Holder” means a Person other than ATB or Fiera that holds a Security Interest attaching to PMSI Property which ranks in priority to any other Security Interest attaching to such PMSI Property;
- (hhh) ~~(nn)~~ “PMSI Property” means the personal property listed on Schedule “~~DE~~” to this Order;

(ii) ~~(ee)~~ “**Reclamation Obligations**” means the abandonment, reclamation and remediation obligations under the EPEA and PLA in respect of the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;

(iii) ~~(pp)~~ “**Reclamation Plans**” means, ~~collectively, the written reclamation plans provided by JMB and 216 to the AEP to address the~~ to perform Reclamation Obligations ~~associated with~~ in respect of the ~~216 Disposition Lands, subject to the JMB Disposition Lands~~ Inactive 216 Dispositions, the ~~Inactive JMB Active Royalty Lands~~ Dispositions and the ~~JMB Inactive Royalty Lands which are reasonably agreeable to the AEP, with such changes as are agreed to by the AEP and the Plan Parties, each acting reasonably;~~ Agreements;

(i) submitted by 216 or JMB pursuant to the EPO issued in respect thereof and the 060 EO; and

(ii) submitted by the Inactive 216 Dispositions identified as DLO 200059, DML 200017, TFA 201094, TFA 201290 and DLO 170011, and the Inactive JMB Dispositions identified as SML 120027, SML 930040, SML 980116, DML 120032, SME 150106, SME 200009 and TFA 194837,

and approved by the AEP or determined as contemplated by paragraph 15 of this Order, and “Reclamation Plan” shall mean any one of the Reclamation Plans;

(kkk) ~~(qq)~~ “**Reclamation Security**” means security for Reclamation Obligations granted or delivered to the ~~MEP~~ AEP pursuant to the ~~JMB Royalty EPEA~~ Registrations in accordance with the EPEA;

~~(rr) — “Reclamation Work” means the work and activities contemplated by the Reclamation Plans to address the Reclamation Obligations associated with the 216 Disposition Land, JMB Disposition Land, the JMB Active Royalty Land and JMB Inactive Royalty Land identified in such Reclamation Plans;~~

(lll) ~~(ss)~~ “**Regulatory Body**” has the meaning given to that term in section 11.1(1) of the CCAA and for greater certainty includes the AEP or any other Governmental Authority under the Regulatory Legislation;

~~(mmm)~~ ~~(tt)~~ **“Regulatory Legislation”** means the EPEA, and the *Public Lands Act*, RSA 2000, c P 40, as amended, the *Public Lands Administration Regulation*, AR 187/2011, as amended, and any regulations thereunder relevant to the extraction, processing and transportation of Aggregate PLA;

~~(nnn)~~ ~~(uu)~~ **“Released Party”** means each of JMB, 216, Mantle, the directors and officers of each of JMB, 216 and Mantle as of the Effective Time, the Monitor, the Chief Restructuring Advisor, ~~their respective directors and officers as of the Plan Implementation Date~~, and legal counsel of such Persons;

~~(ooo)~~ ~~(vv)~~ **“Remaining ATB Debt”** is defined in the Amended Purchase Agreement;

~~(ppp)~~ ~~(ww)~~ **“Remaining Fiera Debt”** is defined in the Amended Purchase Agreement;

~~(xx)~~ **“ResidualCo”** means ~~2324159 Alberta Inc.~~;

~~(qqq)~~ ~~(yy)~~ **“Royalty Agreement”** is defined in the Amended Purchase Agreement; and

~~(zz)~~ **“Royalty Registration”** means ~~a registration contemplated by section 3.1 of the Code of Practice for Pits under the EPEA~~

~~(rrr)~~ **“Updated Activity Plan”** means an updated activity plan under the EPEA in respect of the JMB Active Royalty Lands subject to the Shankowski Royalty Agreement or the Havener Royalty Agreement.

Amended and Restated Order

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

Retention in JMB and 216 and Reverse Vesting in ResidualCo

4. Upon delivery of a Monitor’s certificate to Mantle and the CCAA Applicants, substantially in the form attached as Schedule “A” to the Amended SAVO (the **“Monitor’s Certificate”**), the following shall occur and shall be deemed to have occurred at the Effective Time in accordance with Section 5.1 of the Amended Plan:
 - (a) JMB shall retain all of its right, title and interest in and to the JMB Retained Assets, free and clear of any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption,

privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order;
- (ii) all charges, security interests or claims evidenced by registrations pursuant to: (i) the *Personal Property Security Act*, RSA 2000, c P-7 or any other real or personal property registry system (the “**Property Security Legislation**”); and (ii) the *Land Titles Act*, RSA 2000, c L-7 (the “**LTA**”); and
- (iii) any liens or claims of lien under the *Builders’ Lien Act*, RSA 2000, c B-7 (the “**BLA**”);

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

- (b) 216 shall retain all of its right, title and interest in and to the 216 Retained Assets, free and clear of all Encumbrances, including without limiting the generality of the foregoing any Encumbrances created by the Initial Order, all Encumbrances evidenced by registrations pursuant to the Property Security Legislation and the LTA and any liens or claims of lien under the BLA, but excluding Permitted Encumbrances;
- (c) All of the right, title and interest of JMB and 216 in and to the Excluded ResidualCo Assets shall vest absolutely in the name of ResidualCo, but shall remain subject to any and all Encumbrances, including, without limiting the generality of the foregoing any Encumbrances created by the Initial Order, all Encumbrances evidenced by registrations pursuant to the Property Security Legislation and the LTA, and any liens or claims of lien under the BLA (all of which are collectively referred to as the “**Excluded Encumbrances**”), and ResidualCo shall be deemed to have assumed the Excluded Encumbrances and the Excluded Encumbrances shall continue to attach to the Excluded ResidualCo Assets and to any and all proceeds of the Excluded ResidualCo Assets (any such proceeds being the “**Excluded Proceeds**”) and to secure the payment and performance of any Excluded Liabilities secured thereby, with such Excluded Encumbrances and Excluded Liabilities having the same nature and priority as against the

Excluded ResidualCo Assets and their Excluded Proceeds as they had immediately prior to the transfer and vesting in ResidualCo;

- (d) The Excluded ResidualCo Assets and their Excluded Proceeds shall be held in trust by ResidualCo for and on behalf of Persons to whom the Excluded Liabilities are owed and the Persons holding any Excluded Encumbrances securing the payment and performance thereof (such Persons being collectively referred to as the “**Excluded Creditors**” and individually referred to as an “**Excluded Creditor**”);
- (e) Any and all Excluded Liabilities (including, for greater certainty, the Remaining ATB Debt and Remaining Fiera Debt) shall be transferred to and vest absolutely in ResidualCo and ResidualCo shall be deemed to have assumed and become liable for such Excluded Liabilities up to and solely to the extent of the Excluded ResidualCo Assets and the Excluded Proceeds, as set out in paragraph 9 of this Order, and subject to the Initial Order and any other applicable Order in these proceedings, the Excluded Creditors (including, for greater certainty, ATB and Fiera) will have all of the rights, remedies, recourses, benefits and interests against ResidualCo up to and solely to the extent of the Excluded ResidualCo Assets, which immediately prior to the Effective Time, they had against JMB and/or 216, and the nature of the Excluded Liabilities, including, without limitation, their amount, priority, and secured or unsecured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo;
- (f) Subject to subparagraph 4(g) of this Order:
 - (i) the Excluded Creditors shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with pursuant to the Excluded Liabilities or the Excluded Encumbrances against JMB, 216 or any assets held by JMB or 216 subsequent to the Effective Time, but subject to the Initial Order, ResidualCo shall be subject to all such steps or proceedings in place of JMB and/or 216;
 - (ii) any Excluded Creditor that prior to the Effective Time had a valid right or claim against JMB and/or 216 under or pursuant to any Excluded Liability shall no longer

have such right or claim against JMB and/or 216, but shall have an equivalent Excluded Liability claim against ResidualCo to the extent of ResidualCo's interests in the Excluded ResidualCo Assets and the Excluded Proceeds, as set out in paragraph 9 of this Order, from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens, extinguishes, or alters the Excluded Liability claimed by any such Excluded Creditor as against ResidualCo to the extent of its interest in the Excluded ResidualCo Assets and the Excluded Proceeds; and

- (iii) JMB and 216 shall be deemed released from any and all Excluded Liabilities such that no Excluded Encumbrance securing any Excluded Liabilities shall attach to, encumber or otherwise remain as a claim against or interest in any property or assets of JMB or 216, and no Excluded Creditor shall have any claim therefor against JMB or 216 in respect thereof; and
 - (g) Notwithstanding anything in subparagraph 4(f) of this Order, JMB and 216 shall continue to be liable to ATB for the Remaining ATB Debt and to Fiera for the Remaining Fiera Debt, and the Excluded Encumbrances granted by JMB and 216 to ATB and Fiera shall continue to attach to any property and assets of JMB and 216, subject to the terms and provisions of the Amended Plan.
5. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers or conveyances as may be required to convey to ResidualCo title to the Excluded ResidualCo Assets.
 6. In order to effect the transfers described in paragraph 5 above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest to or in any of the Excluded ResidualCo Assets.
 7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or Regulatory Body exercising jurisdiction over the Excluded ResidualCo Assets is required for the due vesting and transfers provided for in paragraph 4 of this Order.

8. From and after the Effective Time:
- (a) where any Person was liable to JMB for any existing or potential Liability that is included in the Excluded ResidualCo Assets (any such Liability being a “**JMB Claim**”), such JMB Claim shall not be affected by, and such Person shall have no defence, claim, set-off or other rights as a result of, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo;
 - (b) where any Person was liable to 216 for any existing or potential Liability that is included in the Excluded ResidualCo Assets (any such Liability being a “**216 Claim**”), such 216 Claim shall not be affected by, and such Person shall have no defence, claim, set-off or other rights as a result of, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo;
 - (c) ResidualCo may, and is hereby authorized to, commence, continue and prosecute proceedings in respect of the JMB Claims in JMB’s name, and in respect of 216 Claims in 216’s name, and all benefits to be derived from the proceedings taken by ResidualCo in respect of the JMB Claims or 216 Claims, as authorized by this Order, together with the costs of same, shall belong exclusively to ResidualCo and not JMB or 216, as applicable, and shall form part of the Excluded ResidualCo Assets to be held in trust by ResidualCo for and on behalf of the Excluded Creditors in accordance with this Order;
 - (d) in the event that paragraph 8(a) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, JMB shall act as agent for and on behalf of ResidualCo in taking any steps or commencing any action or proceeding to enforce the JMB Claim for and on behalf of ResidualCo;
 - (e) in the event that paragraph 8(b) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, 216 shall act as agent for and on behalf of ResidualCo in taking any steps or commencing any action or proceeding to enforce the 216 Claim for and on behalf of ResidualCo.
9. Subject to paragraph 10 of this Order, from and after the Effective Time, ResidualCo shall hold the Excluded ResidualCo Assets in trust for and on behalf of any Excluded Creditors, provided that to the extent that the vesting and transfer to ResidualCo of the Excluded ResidualCo Assets from JMB and 216 and the assumption by ResidualCo of the Excluded Liabilities from JMB and 216 pursuant

to paragraph 4 of this Order would result in and preserve the *pro rata* rights of any of the Excluded Creditors in respect of the Excluded Liabilities so that:

- (a) ResidualCo shall hold the Excluded ResidualCo Assets vested and conveyed from JMB and the Excluded Proceeds thereof in trust for the Excluded Creditors with Excluded Liabilities and Excluded Encumbrances vested and assumed from JMB in trust for such Excluded Creditors; and
- (b) ResidualCo shall hold the Excluded ResidualCo Assets vested and conveyed from 216 and the Excluded Proceeds thereof in trust for the Excluded Creditors with Excluded Liabilities and Excluded Encumbrances vested and assumed from 216 in trust for such Excluded Creditors.

10. ResidualCo shall be deemed to have granted access to and in favour of JMB to the JMB Inactive Royalty Lands to permit JMB to carry out reclamation work on the JMB Inactive Royalty Lands and sell any Aggregate that has been extracted and stored on the JMB Inactive Royalty Lands, and upon the sale thereof, title to the proceeds of sale thereof shall vest in JMB free and clear of all other interests other than any Security Interest in ATB, and any royalty in favour of the Person who owns the applicable JMB Inactive Royalty Lands arising from such sale. As security for the obligation of ResidualCo to provide such access to JMB, JMB shall be entitled to the benefits of and is hereby granted a charge on the JMB Inactive Royalty Lands (the “**Access Charge**”), which Access Charge shall rank behind the charges granted pursuant to the Initial Order, but in priority to any other Encumbrances in favour of any Person, and shall not otherwise be limited or impaired by:

- (a) the pendency of these proceedings and the declarations of insolvency made in the CCAA Proceedings or otherwise;
- (b) any application for bankruptcy order issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; or
- (d) the provisions of any federal or provincial statutes.

11. ResidualCo shall be entitled to enter into and upon, hold and enjoy the Excluded ResidualCo Assets for its use and benefit in accordance with the Initial Order, this Amended Reverse Vesting Order, and any other Order made in the CCAA Proceedings.

Vesting in Eastside

12. ~~The transfer and vesting of~~ Effective on the date that the Original RVO was pronounced, all of JMB's right, title and interest in and to the Fiera Eastside Equipment is hereby vested in and transferred to Eastside ~~is hereby confirmed~~, but subject to any and all Excluded Encumbrances which specifically affect and attach to the Fiera Eastside Equipment, all of which shall continue to attach to the Fiera Eastside Equipment and to any and all proceeds of the Fiera Eastside Equipment (any such proceeds being the "Eastside Proceeds") and to secure the payment and performance of any Excluded Liabilities secured thereby, with such Excluded Encumbrances and Excluded Liabilities having the same nature and priority as against the Fiera Eastside Equipment and the Eastside Proceeds as they had immediately prior to the transfer and vesting.

PMSI Holders

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

Regulatory Bodies

- ~~14. This Court hereby declares pursuant to section 11.1(3) of the CCAA that:~~

- ~~(a) — neither the Amended Plan nor any other viable alternative compromise or arrangement could be made in respect of JMB and 216 if section 11.1(2) of the CCAA were to apply in respect of paragraphs 15 and 16 of this Order; and~~
- ~~(b) — it is not contrary to the public interest that any Regulatory Body empowered to enforce the payment of the AEP Payment Arrears be affected by paragraphs 15 or 16(a) of this Order, or that any Regulatory Body empowered to exercise the rights, discretions, powers or remedies contemplated by paragraph 16(b) of this Order be affected by that paragraph.~~

14. ~~15.~~ This Court hereby declares that:

- (a) the AEP Payment Arrears are ~~claims~~Claims for the purposes of section 19(1) of the CCAA and ~~pursuant to~~ section 11.1(4) of the CCAA, the enforcement or exercise by a Regulatory Body of any rights, remedies, recourses, benefits or interests against 216 or JMB in respect of the AEP Payment Arrears is an enforcement of by such Regulatory Body of its rights as a creditor for the purposes of section 11.1(3) of the CCAA that the Regulatory Bodies are creditors for the purposes of section 11.1(3) of the CCAA in respect of any exercise of any right, power or remedy to collect or enforce the payment of AEP Payment Arrears; and
- (b) the AEP Payment Arrears are Excluded Liabilities and from and after the Effective Time:
- (i) the AEP Payment Arrears ~~pursuant to paragraphs 4(e) and 4(f) of this Order~~ shall be debts and liabilities of ResidualCo to the applicable Regulatory Body and shall cease to be debts or liabilities of 216 or JMB to such Regulatory Body; and
- (ii) ~~any~~the Regulatory ~~Body in respect~~Bodies are, for the purposes of any AEP Payment Arrears ~~shall be an~~owed to them, Excluded ~~Creditor.~~Creditors; and
- (c) the Environmental Reclamation Protocol is binding upon the Plan Parties and the AEP.

15. Notwithstanding that Plan Implementation has occurred, in the event of a dispute between the AEP and the Plan Parties with respect to the approval of one or more Reclamation Plans or Updated Activity Plans (including with respect to the scope of or the time frame within which the Reclamation Obligations are to be performed or the Compliance Issues are to be resolved thereunder) or the quantum of Reclamation Security required to be posted by JMB or 216, and such dispute could reasonably be expected render the Acquisition and Reorganization Transactions unviable absent a resolution of such dispute, the Plan Parties may apply to this Honourable Court.

on notice to the AEP, for relief under the CCAA, including section 11.1, to resolve such dispute in a manner that is not contrary to the public interest.

16. Subject to ~~paragraph~~paragraphs 17 and 18 of this Order, from and after the Effective Time, except with the leave of this Court on notice to JMB, ~~215~~216 and Mantle:

(a) all rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting in any way any Plan Party, 216 Disposition, JMB Disposition, ~~JMB Royalty~~EPEA Registration or Permit, or any Disposition, ~~Royalty~~EPEA Registration or Permit issued, transferred or assigned to a Plan Party hereafter, ~~in respect to enforce the payment~~ of the AEP Payment Arrears, or arising from the non-payment thereof by 216 or JMB, are ~~herby~~hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such right or remedy ~~in respect against any Plan Party to collect or enforce the payment~~ of the AEP Payment Arrears against, or, as a result of such non-payment, to terminate or deny any right, privilege or application for an approval in respect of ~~or affecting in any way any Plan Party, any~~ 216 Disposition, JMB Disposition, ~~JMB Royalty~~EPEA Registration or Permit, or any Disposition, ~~Royalty~~EPEA Registration or Permit issued, transferred or assigned to a Plan Party hereafter;

(b) ~~provided that the Plan Parties are in compliance with their obligations under the Reclamation Plans and the Regulatory Legislation (other than, for certainty, any obligation to pay the AEP Payment Arrears):~~all rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting in any way either Byron Levkulich or Aaron Patsch, are hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such right or remedy in respect of any failure to perform Reclamation Obligations or rectify any Compliance Issues occurring at any time prior to the Effective Time, provided that, for greater certainty, such stay or suspension does not apply to any failure to perform Reclamation Obligations or rectify Compliance Issues in accordance with any applicable Reclamation Plan, Updated Activity Plan, Disposition or the Regulatory Legislation after the Effective Time;

~~(i) all Dispositions, JMB Royalty Registrations and Permits issued to and in favour of any Plan Party shall be and remain in full force and effect, unamended; and~~

(c) ~~(ii)~~ all rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting any Plan Party are hereby permanently stayed and suspended, and no Regulatory Body shall terminate, rescind or refuse to renew in JMB, 216 or Mantle any 216 Disposition, JMB Disposition, ~~JMB-RoyaltyEPEA~~ Registration or Permit, refuse to grant new Disposition, ~~RoyaltyEPEA~~ Registration or Permit to a Plan Party, refuse to consent to the transfer or assignment to a Plan Party of any Disposition, ~~RoyaltyEPEA~~ Registrations or Permit, or enforce or exercise (or purport to enforce or exercise) any other right or remedy under or in respect of such Dispositions, ~~RoyaltyEPEA~~ Registrations or Permits, or under any Regulatory Legislation, for or by reason of:

- (i) ~~(A)~~ any event which occurred prior to, and but does not continuingcontinue after, ~~Plan Implementation or which is or continues to be suspended or waived under the Amended RVO that would have entitled such Regulatory Body to enforce those rights or remedies~~ the Effective Time;
- (ii) ~~(B)~~ JMB and 216 having sought or obtained relief under the CCAA ~~or BC-BCA or as part of the Amended Plan;~~
- (iii) ~~(C)~~ any default or event of default arising as a result of the financial condition or insolvency of JMB or 216;
- (iv) ~~(D)~~ the effect upon JMB or 216 of ~~the completion of any of~~ Plan Implementation and the Acquisition and Reorganization Transactions; or
- (v) ~~(E)~~ the vesting in and assumption by ResidualCo of the AEP Payment Arrears ~~and~~ ; ~~or~~
- (vi) any failure of ResidualCo to pay the AEP Payment Arrears,

provided that, for greater certainty, such stay or suspension does not apply to any failure to perform Reclamation Obligations or rectify Compliance Issues in accordance with any applicable Reclamation Plan, Updated Activity Plan, Disposition or the Regulatory Legislation after the Effective Time.

17. Notwithstanding ~~paragraph~~ paragraphs 15 and 16 of this Order, nothing in this Order shall:

- (a) empower a Plan Party to carry on any business that the Plan Party is not lawfully entitled to carry on;
- (b) affect any investigations, actions, suits or proceedings by the AEP in respect of any failure by a Plan Party to comply with its obligations under the Regulatory Legislation or the Reclamation Plans, other than relating to the matters described in paragraphs 15 and 16(b)(ii)(A) to (E) of this Order; or
- (c) exempt a Plan Party from compliance with the Environmental Reclamation Protocol, the Reclamation Plans and the Regulatory Legislation.

18. Paragraphs 15 and the Reclamation Plans, other than relating to the matters described in paragraphs 16(b)(ii)(A) to (E) of this Order.

~~18.~~ ~~Paragraph 16 and 17~~16 of this Order shall become effective upon the Monitor delivering a certificate confirming ~~that the Reclamation Security required in respect of each JMB Royalty Registrations has been delivered to and posted with~~delivery to the AEP of the Reclamation Security under section 3.2(a) of the Environmental Reclamation Protocol and the delivery to counsel for the Plan Applicants ("Mantle Counsel") of the funds required under section 3.2(b) of the Environmental Reclamation Protocol, provided that in the event that Northbridge makes payment to the AEP under the Buksa Bond ~~(as such terms are defined in the Affidavit of Byron Levkulich),~~ the AEP will ~~refund that portion of the Reclamation Security delivered under this paragraph equal to the amount paid~~pay those funds to JMB.

19. From and after the Effective Time, and the ~~Reclamation Plans, with such changes as are agreed to delivery~~ by the ~~AEP and Monitor of the Plan Parties, each acting reasonably, are hereby declared to be binding upon the AEP and the Plan Parties, provided that:~~

~~(a)~~ ~~in the event that~~certificate contemplated by paragraph 18 of this Order, if a Landowner of a JMB Inactive Royalty Land does not grant or permit access for JMB or its employees or contractors to such JMB Inactive Royalty Land for the purposes of performing the Reclamation Work, JMB having employed reasonable efforts to obtain such access (which reasonable efforts shall not include the payment of any amounts for such access); ~~and (b), and~~ the AEP is unable or unwilling to obtain such access upon written request by JMB,

~~the obligations of then JMB under the Reclamation Plan with respect to such JMB Inactive Royalty Land shall be limited to providing the Reclamation Security in respect thereof pursuant to paragraph 19~~

~~of this Order, and the AEP shall terminate the JMB Royalty Registration~~ may authorize and direct Mantle Counsel to deposit with the AEP those funds in the Trust Fund relating to such JMB Inactive Royalty Land.

- ~~20. The payment of the Reclamation Security to, whereupon~~ the AEP ~~pursuant to paragraph 19 of this Order shall be without prejudice to~~ stayed from taking any ~~cause of action or claim that JMB may have against the AEP in connection with the failure of the AEP to demand payment from Northbridge under the Northbridge Bonds prior to the expiry thereof~~ to require any further performance of the Reclamation Obligations in respect of such JMB Inactive Royalty Land either against JMB or its officers or directors.

Releases

- ~~20.~~ 21. Subject to paragraph ~~22~~21, effective ~~upon Plan Implementation~~ from and after the Effective Time, the Released Parties shall be released and discharged from any and all ~~demands, claims, actions, causes of action, counterclaims, or suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action~~ in respect of any Claims or Encumbrances securing Claims of whatever nature which any Person may be entitled to assert ~~(collectively, the "Claims")~~, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, ~~based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date in any way relating to, arising out of or in connection with the Claims, the arrangement provided for in the Amended Plan (the "Arrangement"), the business and affairs of the Plan Parties in connection with the Arrangement, the administration and/or management of the Amended Plan, the within Order, the Amended SAVO, the Amended Sanction Order, the Acquisition and Reorganization Transactions, the CCAA Proceedings, any Claim, and all Claims arising out of such actions or omissions shall~~ be forever waived and released, all to the full extent permitted by Applicable Law. For clarity, the ability of any Person to proceed against any Released Party in respect of any Claims released and discharged hereby shall be forever discharged, barred and restrained, and all proceedings with respect to, in connection with, or relating to any such matter is enjoined and permanently stayed.
- ~~21.~~ 22. Nothing in paragraph ~~21~~20 shall release or discharge a Released Party from:

- (a) any obligation created by or existing under the Amended Plan or any related document;
- (b) any Claim against a Released Party that is determined by a Final Order of a Court of competent jurisdiction to arise from criminal acts, fraud or wilful misconduct of such Released Party; or
- (c) any ~~claim~~ Claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) or 19(2) of the CCAA, as determined by a Final Order of a Court of competent jurisdiction.

22. ~~23. Notwithstanding paragraph 22, from~~ From and after the ~~Plan Implementation Date~~ Effective Time, a Person may only commence an action against a Released Party contemplated by ~~paragraphs 22(e) or (d) above~~ paragraph 21 if such Person has first obtained leave of this Court on notice to the applicable Released Party, the Plan Parties and the Monitor (unless previously discharged); provided that no Person shall be prevented from commencing such an action against a Released Party where such an action must be taken in order to comply with statutory time limitations in order to preserve such Person's rights at law, provided further that no further steps shall be taken by such Person except in accordance with the provisions of the within Order (including the requirement herein to obtain the leave of the Court at the first available opportunity), and notice in writing of such action be given to the applicable Released Party, the Plan Parties and the Monitor (unless previously discharged) at the first available opportunity.

Authorization of Monitor

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

Effective Time

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

Pendency of Bankruptcy Proceedings

25. ~~26.~~ Notwithstanding:

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

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

Addition of ResidualCo as an Applicant

26. ~~27.~~ ResidualCo is hereby added as an Applicant in these CCAA Proceedings and, for greater certainty, FTI Consulting Canada Inc.'s office as Monitor shall be ~~with respect to~~ the Monitor of ResidualCo ~~together with, until the Effective Time, JMB and 216.~~

27. ~~28.~~ Following the Effective Time, the style of cause of these CCAA Proceedings is hereby amended to be:

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

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

Advice and Direction

28. ~~29. The CCAA Applicants~~ In addition to the disputes referred to in paragraph 15 of this Order, the Plan Parties, the Monitor, ~~Mantle~~ and any other interested party shall be at liberty to apply to this Court for further advice, assistance and direction as may be necessary in order to :

- (a) give full force and effect to the terms of this Order ~~and to :~~
- (b) assist and aid the ~~parties~~ Plan Parties and the Monitor in closing the ~~transaction.~~ Acquisition and Reorganization Transactions; and
- (c) in the event that a Landowner does not allow reasonable access to JMB Inactive Royalty Lands in order to permit JMB or its representatives or contractors to perform Reclamation Obligations or take possession of and dispose of Aggregate Inventory to which JMB is entitled.

Aid and Recognition

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

Service

30. ~~31.~~ Service of this Order shall be deemed good and sufficient by:

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

(b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/jmb/default.htm>,

and service on any other Person is hereby dispensed with.

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

Justice of the Court of Queen's Bench of Alberta

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

1. **216 Dispositions**

- (a) Surface Material Lease No. 080085 in favour of 216 dated April 26, 2012 in respect of Aggregate Pit JLG 3 located within NW-12-63-19 W4M and SW-13-63-19 W4M_z;
- (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_z;
- (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_z;
- (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_z;
- (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_z;
- (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_z;
- (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_z;
- (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_z;
- (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_z;
- (j) Surface Material Lease No. 120005 in favour of 216 located within SW-14-61-18 W4M and NW-14-61-18 W4M_z;
- (k) Surface Material Lease No. 060060 in favour of 216 located within SW-13-65-18-W4M_z;
- (l) Department Licence of Occupation 170011 in favour of 216 located within SE-13-65-18-W4M and SW-13-65-18-W4M_z;
- (m) Department Licence of Occupation No. 200059 in favour of 216;
- (n) Department Miscellaneous Lease 200017 in favour of 216;
- (o) Temporary Field Authorization 201094 in favour of 216;
- (p) Temporary Field Authorization 201290 in favour of 216;

2. JMB Dispositions

- (a) Surface Material Lease No. 120027 in favour of JMB located within SW-30-63-08-W4M_±;
- (b) Surface Material Lease No. 930040 in favour of JMB located within SE-23-61-07-W4M_±;
- (c) Surface Material Lease 980116 in favour of JMB located within SW-21-63-12-W4M_±;
- (d) Department Miscellaneous Lease 120032 in favour of JMB located within NW-20-74-8-W4M_±;
- (e) Surface Materials Exploration 150106 in favour of JMB located within SW-26-75-11-W4M, SE-34-75-11-W4M, NW-23-75-11-W4M, NE-27-75-11-W4M, SW-35-75-11-W4M, and NW-26-75-11-W4M_±;
- (f) Surface Materials Exploration 200009 in favour of JMB located within NE-30-81-6-W4M, NE-31-81-6-W4M, SE-31-81-6-W4M, and SW-31-81-6-W4M_±;
- (g) [Department Miscellaneous Lease 120032 in favour of JMB;](#)
- (h) [Temporary Field Authorization 194837 in favour of JMB in respect of the lands identified as Mer 4, Rge 07, Twp 062, Sec 18 NW and Mer 4, Rge 08, Twp 062, Sec 13 NE.](#)

3. JMB Active Royalty Agreements

- (a) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge Canada Inc. ("Lafarge") in respect of the Aggregate Pit referred to as Moose River for which Lafarge has a surface material lease identified as SML 100043 located at SW-35-61-7-W4M and having 18.46 acres_±;
- (b) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge in respect of the Aggregate Pit referred to as Oberg for which Lafarge ~~had registration number~~ has [EPEA Registration](#) 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres_±;
- (c) Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA ~~as registration no.~~ [Registration](#) 308161-00-00_±;
- (d) Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA ~~as registration no.~~ [Registration](#) 17395-01-00_±;
- (e) Royalty Agreement made as of February 26, 2020 between Darren Andrychuk ~~&~~ [and](#) Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

4. JMB Inactive Royalty Agreements

- (a) Royalty Agreement made as of December 31, 2018 between JMB and 302016 Alberta Limited, care of Rose Short, in respect of the Aggregate Pit located at NE-24-56-7-W4, ~~but excluding in respect of which~~ JMB ~~Royalty holds EPEA~~ Registration 15048-03-02;
- (b) Royalty Agreement made as of January 7, 2020 between Ron and Rita Kucy, Ron and Vonda Hoye, and JMB in respect of an Aggregate Pit located at LSD 1-19-63-9-W4, ~~but excluding in respect of which~~ JMB ~~Royalty holds EPEA~~ Registration 306490-00-00;
- (c) Royalty Agreement made as of October 27, 2019 between Allan K MacDonald and JMB in respect of an Aggregate Pit located at SE 34-56-7-W4, ~~but excluding in respect of which~~ JMB ~~Royalty holds EPEA~~ Registration 293051-00-00;
- (d) Royalty Agreement made as of September 30, 2018 between Doug Megley and JMB in respect of an Aggregate Pit located at SW-36-58-16-W4, ~~but excluding in respect of which~~ JMB ~~Royalty holds EPEA~~ Registration 149949-00-00;
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed ~~Okane~~O'Kane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4, ~~but excluding in respect of which~~ JMB ~~Royalty holds EPEA~~ Registration 263318-00-00.

Schedule "B"
Environmental Reclamation Protocol

JB

Schedule "C"
Fiera Disposed Equipment

Year	Manufacturer	Model	JMB Size / Capacity / Asset No. Type	Description	Serial No. # / VIN
2004	Elrus		H4800	Portable Cone Crusher	M3314ER04CC
2008	Kolberg-Pioneer		33-36150 SuperStacker	36" x 150' Portable Telescopic Radial Stacking Belt Conveyor	409329
WP001 2014	Global	6GSTAP		6" Diesel 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
CY002	2008 Kolberg/Pioneer 36"X150' telescopic radial super stacker				409329
CY003	70' Portable belt conveyor -2010 Kolberg-Pioneer		47-3670S	36"x70' Portable Belt Conveyor	410244
CY004	70' Portable belt conveyor -2010 Kolberg-Pioneer	Kolberg-Pioneer		36"x70' Portable Belt Conveyor	410245
CY005	70' Portable stacking belt conveyor -2010 Kolberg-Pioneer	Kolberg-Pioneer		36"x70' Portable Stacking Belt Conveyor	410246
DZ001	Crawler dozer -1998 Caterpillar D8R				
PV200 2009	Wabash Tri-Axle Control van trailer -2010 Wabash Van Trailer				1JIV533W99L314662
2013	MTU Onsite Energy		DP550D65-AH1484	550-kW Diesel Generator	366258101013
	Global	6GSTAP		6" Trash Pump - Diesel	S/N:1496808 VIN: 1G9BT1314ED419162

Year	Manufacturer	Model	JMB Size / Capacity / Asset No. Type	Description	Serial No. # / VIN
SS200				Initial Supplies to build splitter bin— fab from scratch	
1999	Red Deer Industries			Dozer Trap Feeder	RD1BF099000010
CC201				Portable cone crusher—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	1FTFW1EF0CEA97763
1997	Great Dane			Power Van plus Tower (Serial Number M3243ER03CT)	IGRAA0625VB117102
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	Arnes			Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Arnes			Tri-Axle End Dump Trailer	2A9073733FA003599
TF001				Dozer trap feeder—1999 Red Deer Industries	RD1BF99000010
				2004 Elrus H4800 Portable Cone Crusher	M3314ER04CC

**Schedule “CD”
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	

**Schedule "D~~F~~"
PMSI Property**

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company	2016	Ford	F250	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
Ford Credit Canada Limited	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre	2012	Smith - Co	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	Smith - Co	Super B	Tandem Axle Pup Side Dump Trailer	1S9SS2929CL476518
	2018	Elrus		6" x 20" Deck Screen	M7102ERC18SC
	2012	Elrus	HD2054	Portable Jaw Crusher	M6028ERC12CJS
	2002	Elrus	M2943 2236	Portable Jaw Crusher	M7102ERC18SC
Caterpillar Financial Services Limited	2015	Caterpillar	972MXE	Articulated Wheel Loader	CAT0972MKEDW00340
	2016	Caterpillar	980M	Wheel Loader	CAT0980MCKRS01308
	2012	Caterpillar	D8T	Crawler Dozer	CAT00D8TEMLN01555
	2014	Caterpillar	246D	Skid Steer Loader	CAT0246DLBYF00587
	2016	Caterpillar	246D	Skid Steer Loader	CAT0246DTBYF02460
VFS Canada Inc.	2017	Volvo	L220H	Wheel Loader	VCEL220HL00002736
TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	817775
	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	847651
	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	847652
	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	847655
	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	847656
	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	847657
	2015	Superior		36" x 50" Stackable Belt Conveyor with Legs	847658
	2015	Terex Cedarapids	6203	6" x 20" Portable Screening Plant	TRX620HSCOKFK0807
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plant with Switchgear	2807-14

JB

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2014	CR		30" x 54" Jaw Crusher	TRXJ3054COKEE0657
	2014	AMI	C04521	50" x 20" VGF	2806-14
Komatsu International (Canada) Inc. and SMS Equipment Inc.	2014	Komatsu	WA470-7	Articulated Wheel Loader	10123
	2019	Komatsu	WA500-8	Wheel Loader	A96809
	2019	Komatsu	PC490LC-11	Crawler Excavator	A42247
		Hensley		7.5 CY Spade Nose Bucket 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	
	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

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Style change	
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Statistics:	
	Count
Insertions	523
Deletions	296
Moved from	7
Moved to	7
Style changes	0
Format changes	0

Total changes	833
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THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 30TH 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
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ENVIRONMENTAL RECLAMATION PROTOCOL

JMB Crushing Systems Inc., 2161889 Alberta Ltd.
and Mantle Materials Group, Ltd.

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

Capitalized terms herein have the following meanings:

- (a) **"060060 EO"** means the Enforcement Order No. EO-WA-35659-01 issued to 216, Byron Levkulich, Aaron Patsch and other Persons dated March 12, 2021 in respect of the 216 Disposition identified as SML 060060, as amended by Amendment No. 1 dated March 19, 2021.
- (b) **"216"** means 2161889 Alberta Ltd.
- (c) **"216 Dispositions"** means the Active 216 Dispositions and Inactive 216 Dispositions, and **"216 Disposition"** means any one of them.
- (d) **"Active 216 Dispositions"** means the Dispositions issued by the AEP to 216 listed on **Schedule A** under the heading Active 216 Dispositions, and **"Active 216 Disposition"** means any one of them.
- (e) **"Active JMB Dispositions"** means the Dispositions issued by the AEP to JMB listed on **Schedule A** under the heading Active JMB Dispositions, and **"Active JMB Disposition"** means any one of them.
- (f) **"Active Royalty Lands"** means the lands subject to the Active Royalty Agreements.
- (g) **"Active Royalty Agreements"** means the Shankowski Royalty Agreement and Havener Royalty Agreement, and **"Active Royalty Agreement"** means either one of them.
- (h) **"AEP"** means Alberta Environment and Parks.
- (i) **"Aggregate"** means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (j) **"Aggregate Inventory"** means Aggregate that has been extracted from the Lands.
- (k) **"Amended Purchase Agreement"** means the amended and restated purchase agreement dated March 3, 2021 between JMB, 216 and Mantle.
- (l) **"Amended Transactions"** means the transactions contemplated by the Amended Purchase Agreement.
- (m) **"Amended RVO"** means an Order amending and restating the reverse vesting Order pronounced on October 16, 2020 and amended by an Order pronounced on December 7, 2020.
- (n) **"Amended Transaction Orders"** means an Order amending and restating the Amended RVO, an order amending and restating the sale approval order pronounced on October 2, 2020 and the sale approval and vesting Order pronounced on October 16, 2020, an Order amending and restating an assignment Order pronounced on October 16, 2020,

and an Order amending and restating a plan sanction order pronounced on October 16, 2020.

- (o) "ATB" means ATB Financial.
- (p) "**Buksa Bond**" means a performance bond in the amount of \$50,442.14 issued by Northbridge General Insurance Corporation to Her Majesty the Queen in right of Alberta, as represented by the Minister of Environment and Parks.
- (q) "**Buksa Royalty Agreement**" means the aggregate royalty agreement dated December 31, 2018 between 302016 Alberta Limited, Rose Short and JMB.
- (r) "**Business Day**" means any day, other than a Saturday, Sunday or legal holiday in the Province of Alberta.
- (s) "**Closing**" means the completion of the Amended Transactions.
- (t) "**Contractor**" is defined in Section 3.3(b).
- (u) "**Crown**" means Her Majesty the Queen in right of Alberta.
- (v) "**CWB**" means Canadian Western Bank.
- (w) "**CWB Facility**" means the letter of credit facility created by a commitment letter dated January 8, 2018 between CWB and 216, as amended by a letter agreement dated March 22, 2019 granted by CWB to 216 and JMB, under which CWB has issued LCs to the AEP.
- (x) "**Disposition**" means a disposition of public Crown land under the PLA.
- (y) "**EPEA**" means, collectively, the *Environmental Protection and Enhancement Act*, RSA 2000, Ch E-12, the *Conservation and Reclamation Regulation*, AR 115/93, the *Approvals and Registrations Procedure Regulation*, AR 113/93, the *Activities Designation Regulation*, AR 276/2003, the *Code of Practice for Pits* and all other applicable regulations and rules thereunder.
- (z) "**EPEA Registration**" means a registration issued by the AEP in respect of the Private Pits under the EPEA.
- (aa) "**EPO**" means any one of the Environmental Protection Orders issued under the Regulatory Legislation, consisting of:
 - (i) the EPO identified as EPO-EPEA-35659-07 dated March 12, 2021 in respect of the 216 Disposition identified as SML 060060, as amended by Amendment No. 1 dated March 19, 2021;
 - (ii) the EPO identified as EPO-EPEA-35659-10 dated March 19, 2021 in respect of the JMB Disposition identified as SML 120027;
 - (iii) the EPO identified as EPO-EPEA-35659-08 dated March 19, 2021 in respect of the JMB Disposition identified as SML 930040;
 - (iv) the EPO identified as EPO-EPEA-35659-09 dated March 19, 2021 in respect of the JMB Disposition identified as SML 980116;

- (v) the EPO identified as EPO-EPEA-35659-05 dated March 11, 2021 in respect of EPEA Registration 15048-00-00 associated with the Buksa Royalty Agreement;
- (vi) the EPO identified as EPO-EPEA-35659-04 dated March 11, 2021 in respect of EPEA Registration 17395-01-00 associated with the Havener Royalty Agreement;
- (vii) the EPO identified as EPO-EPEA-35659-03 dated March 11, 2021 in respect of EPEA Registration 306490-00-00 associated with the Kucy Royalty Agreement;
- (viii) the EPO identified as EPO-EPEA-35659-01 dated March 2, 2021 in respect of EPEA Registration 293051-00-00 associated with the MacDonald Royalty Agreement, as amended by Amendment No. 1 dated March 16, 2021;
- (ix) the EPO identified as EPO-EPEA-35659-02 dated March 11, 2021 in respect of EPEA Registration 149949-00-00 associated with the Megley Royalty Agreement; and
- (x) the EPO identified as EPO-EPEA-35659-06 dated March 11, 2021 in respect of EPEA Registration 263318-00-00 associated with the O'Kane Royalty Agreement,

as any such EPO is amended or further amended from time to time.

- (bb) "**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.
- (cc) "**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.
- (dd) "**Havener Royalty Agreement**" means the aggregate royalty agreement dated November 8, 2018 between JMB, Helen Havener and Gail Havener, as amended by a letter agreement dated October 13, 2020 between Mantle, Gail Havener and Lynne Havener, as executor of the Estate of Helen Havener, as amended and restated by the aggregate royalty agreement dated October 13, 2020 between Mantle, Gail Havener and Lynne Havener, as executor of the Estate of Helen Havener.
- (ee) "**Hoye/Kucy Royalty Agreement**" means the aggregate royalty agreement dated January 7, 2020 between JMB, Ron and Rita Kucy and Ron and Vonda Hoye.
- (ff) "**Inactive 216 Dispositions**" means the Dispositions issued by the AEP to 216 listed on **Schedule A** under the heading Inactive 216 Dispositions, and "**Inactive 216 Disposition**" means any one of them.

- (gg) **"Inactive JMB Dispositions"** means the Dispositions issued by the AEP to JMB listed on **Schedule A** under the heading Inactive JMB Dispositions, and **"Inactive JMB Disposition"** means any one of them.
- (hh) **"Inactive Royalty Lands"** means the lands subject to the Inactive Royalty Agreements.
- (ii) **"Inactive Royalty Agreements"** means the Buksa Royalty Agreement, the Megley Royalty Agreement, the Hoyer/Kucy Royalty Agreement, the O'Kane Royalty Agreement and the MacDonald Royalty Agreement, and **"Inactive Royalty Agreement"** means any one of them.
- (jj) **"JMB"** means JMB Crushing Systems Inc.
- (kk) **"JMB Dispositions"** means the Active JMB Dispositions and Inactive JMB Dispositions.
- (ll) **"Landowner"** means the Persons that are owners of Lands.
- (mm) **"Lands"** means the lands subject to Dispositions or Royalty Agreements.
- (nn) **"LC"** means a letter of credit.
- (oo) **"MacDonald Royalty Agreement"** means the aggregate royalty agreement dated October 27, 2019 between JMB and Allan K MacDonald.
- (pp) **"Mantle"** means Mantle Materials Group, Ltd.
- (qq) **"Mantle Counsel"** means Canadian counsel for Mantle, JMB and 216.
- (rr) **"Mantle Group"** means, from and after Closing, Mantle, JMB and 216.
- (ss) **"Megley Royalty Agreement"** means the aggregate royalty agreement dated September 30, 2018 between JMB and Doug Megley.
- (tt) **"O'Kane Royalty Agreement"** means the aggregate royalty agreement dated April 30, 2018 between JMB, Colleen Penner and the Estate of Ed O'Kane.
- (uu) **"Person"** 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.
- (vv) **"Person"** means 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.
- (ww) **"PLA"** means, collectively, the *Public Lands Act*, RSA 2000, Ch P-40, the *Public Lands Administration Regulation*, AR 187/ 2011 and all other applicable regulations and rules thereunder.
- (xx) **"Protocol"** means this Environmental Reclamation Protocol.

- (yy) "**Reclamation Obligations**" means obligations to abandon, reclaim and remediate lands under the Regulatory Legislation.
- (zz) "**Reclamation Plans**" means the plans to perform Reclamation Obligations in respect of the Lands subject to the Inactive 216 Dispositions, the Inactive JMB Dispositions and Inactive Royalty Agreements:
- (i) submitted by 216 or JMB pursuant to the EPO issued in respect thereof and the 060 EO; and
 - (ii) submitted by the Inactive 216 Dispositions identified as DLO 200059, DML 200017, TFA 201094, TFA 201290 and DLO 170011, and the Inactive JMB Dispositions identified as SML 120027, SML 930040, SML 980116, DML 120032, SME 150106, SME 200009 and TFA 194837,
- and approved by the AEP or determined as contemplated by paragraph 15 of the Amended RVO, and "**Reclamation Plan**" shall mean any one of the Reclamation Plans.
- (aaa) "**Regulatory Legislation**" means the PLA and the EPEA.
- (bbb) "**ResidualCo**" means 2324159 Alberta Inc.
- (ccc) "**Royalty Agreements**" means the Buksa Royalty Agreement, the Havener Royalty agreement, the Hoyer/Kucy Royalty Agreement, the MacDonald Royalty Agreement, the Megley Royalty Agreement and the Shankowski Royalty Agreement, or more than one of them, and "**Royalty Agreement**" means any one of them.
- (ddd) "**Security**" means security in the form of letters of credit, bonds, cash or other forms for Reclamation Obligations required under the Regulatory Legislation.
- (eee) "**Shankowski Royalty Agreement**" means the aggregate royalty agreement dated October 29, 2018 between JMB, Jerry Shankowski and 945441 Alberta Ltd., as amended by a letter agreement dated October 14, 2020 between Mantle, Jerry Shankowski and 945441 Alberta Ltd.
- (fff) "**Skoreyko**" means Skoreyko Crushing Ltd.
- (ggg) "**Skoreyko PSA**" means the purchase and sale agreement between 216 and Skoreyko pursuant to which 216 agreed to sell and Skoreyko agreed to purchase the SML 060060 Dispositions.
- (hhh) "**SML 060060 Dispositions**" means the Dispositions identified as SML 060060 and DLO 170011 which are listed on **Schedule "A"** under the heading "SML 060060 Dispositions".
- (iii) "**Trust**" is defined in Section 3.2(b).
- (jjj) "**Trust Fund**" is defined in Section 3.2(b).
- (kkk) "**Updated Activity Plan**" means an updated activity plan under the EPEA in respect of the Active Royalty Lands subject to the Shankowski Royalty Agreement or the Havener Royalty Agreement.

1.2 Rules of Interpretation

- (a) In this Protocol, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Protocol is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.
- (b) The division of this Protocol into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Protocol.
- (c) References in this Protocol to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Protocol unless otherwise specified.

1.3 Schedules

The following Schedules are attached to and form part of this Protocol:

Schedule "A" - JMB Dispositions, 216 Dispositions, EPEA Registrations and Permits

2. BACKGROUND

2.1 Dispositions and EPEA Registrations

Effective on Closing, pursuant to the Amended Transaction Orders:

- (a) 216 will retain the 216 Dispositions;
- (b) JMB will retain the JMB Dispositions;
- (c) JMB will retain the EPEA Registrations for the JMB Active Private Lands and JMB Inactive Private Lands;
- (d) the Active Royalty Agreements will be vested in Mantle;
- (e) the Inactive Royalty Agreements will be vested in ResidualCo;
- (f) a right of access to the Inactive Royalty Lands will be created in favour of JMB to perform Reclamation Obligations and take possession of and/or sell Aggregate Inventory will be created in favour of JMB;
- (g) Mantle will assume the CWB Facility as co-obligee with 216 such that the LCs issued by CWB under the CWB Facility shall continue to be Security for the Reclamation Obligations for the Lands subject to the 216 Dispositions;
- (h) Mantle will deliver to the AEP cash Security required for Active Royalty Lands;
- (i) the AEP will continue to hold cash Security in respect of the JMB Dispositions and Owned Real Property (as defined in the Amended Purchase Agreement); and
- (j) Mantle Counsel will hold the Trust Funds to secure Reclamation Obligations in respect of the Inactive Royalty Lands pursuant to Section 3.2(b).

3. SECURITY

3.1 Security on Dispositions

From and after Closing, without prejudice to their respective obligations under the PLA:

- (a) 216 shall maintain the following Security in respect of the Active 216 Dispositions:
- (i) CWB LC in the amount of \$41,400 in respect of 216 Disposition identified as SML 060060;
 - (ii) CWB LC in the amount of \$19,540 in respect of 216 Disposition identified as SML 080085;
 - (iii) CWB LC in the amount of \$79,690 in respect of 216 Disposition identified as SML 110025;
 - (iv) CWB LC in the amount of \$77,540 in respect of 216 Disposition identified as SML 110026;
 - (v) CWB LC in the amount of \$57,030 in respect of 216 Disposition identified as SML 110045;
 - (vi) CWB LC in the amount of \$44,380 in respect of 216 Disposition identified as SML 110046;
 - (vii) CWB LC in the amount of \$46,110 in respect of 216 Disposition identified as SML 110047;
 - (viii) CWB LC in the amount of \$78,110 in respect of 216 Disposition identified as SML 120005;
 - (ix) CWB LC in the amount of \$25,690 in respect of 216 Disposition identified as SML 120006;
 - (x) CWB LC in the amount of \$29,650 in respect of 216 Disposition identified as SML 120100; and
 - (xi) CWB LC in the amount of \$42,010 in respect of 216 Disposition identified as SML100085; and
- (b) JMB shall maintain the following Security in respect of the Inactive JMB Dispositions:
- (i) cash Security in the amount of \$2,960 in respect of JMB Disposition identified as SML 120027;
 - (ii) cash Security in the amount of \$1,000 in respect of JMB Disposition identified as SML 930040;
 - (iii) cash Security in the amount of \$9,140 in respect of JMB Disposition identified as SML 980116;
 - (iv) cash Security in the amount of \$17,232 in respect of JMB Disposition identified as DML 120032;

- (v) cash Security in the amount of \$6,000 in respect of JMB Disposition identified as SME 150106; and
- (vi) cash Security in the amount of \$6,000 in respect of JMB Disposition identified as SME 200009.

3.2 Security under EPEA Registrations

- (a) Within ten (10) Business Days of the AEP approving the Updated Activity Plans in respect of the Active Royalty Lands, JMB shall deposit with the AEP Security in respect of the Active Royalty Lands in the amounts contemplated by such Updated Activity Plans.
- (b) Within ten (10) Business Days of Closing, Mantle, Fiera and ATB will advance to Mantle Counsel by wire transfer the following amounts (the "**Trust Funds**") which Mantle Counsel shall hold in trust in accordance with Section 3.3 as security for the Reclamation Obligations in respect of the Inactive Royalty Lands (such trust being the "**Trust**"):
 - (i) \$25,605 with respect to the Inactive Royalty Lands subject to the Buksa Royalty Agreement;
 - (ii) \$126,000 with respect to the Inactive Royalty Lands subject to the Hoye/Kucy Royalty Agreement;
 - (iii) \$11,748 with respect to the Inactive Royalty Lands subject to the MacDonald Royalty Agreement;
 - (iv) \$200,000 with respect to the Inactive Royalty Lands subject to the Megley Royalty Agreement; and
 - (v) \$27,565 with respect to the Inactive Royalty Lands subject to the O'Kane Royalty Agreement.
- (c) Provided that the Trust Funds contemplated by Section 3.2(b) have been advance to Mantle Counsel, and the Security contemplated by Sections 3.1 and 3.2(a) is in place, then in the event that the AEP is paid under the Buksa Bond, the AEP shall pay such amount to JMB.

3.3 Reclamation Trust for Inactive Royalty Lands

The Trust shall be subject to the following terms:

- (a) The purpose of the Trust is to provide for the performance of the Reclamation Obligations in respect of the Inactive Royalty Lands.
- (b) JMB shall perform the Reclamation Obligations in respect of the Inactive Royalty Lands in accordance with the Inactive Royalty Land Plans, and in connection with such performance may retain such qualified contractors (each, a "**Contractor**") as it deems necessary or desirable in consultation with the AEP. As each component of the Reclamation Obligations is performed in a manner and at a cost satisfactory to JMB (based on reasonable industry norms for the performance of such Reclamation Obligations):
 - (i) JMB shall give written notice thereof to the AEP of the completion of such task or tasks, and the AEP will promptly upon receipt of such notice attend the applicable

Inactive Royalty Lands to determine whether it is satisfied with the performance of such component;

- (ii) provided that the AEP is satisfied with the performance of such component, JMB and Mantle shall authorize and direct Mantle Counsel to promptly pay from the Trust the Contractor's invoice for such component; and
 - (iii) if the AEP is not satisfied with the performance of such task or tasks, it will give JMB the particulars thereof and work with JMB to identify any deficiencies and determine the steps required to address such deficiencies, and upon such deficiencies being resolved, JMB and Mantle shall authorize and direct Mantle Counsel to promptly pay from the Trust the Contractor's invoice for such component.
- (c) Upon the performance of the Reclamation Obligations with respect to all of the Inactive Royalty Lands, JMB and Mantle shall authorize and direct Mantle Counsel to promptly pay any remaining Trust Funds to Mantle, ATB and Fiera in the proportions that such parties direct in writing.

4. PERFORMANCE OF RECLAMATION OBLIGATIONS

4.1 Reclamation Plans for the Inactive 216 Dispositions and Inactive JMB Dispositions

- (a) 216 shall perform the Reclamation Obligations relating to each of the Inactive 216 Dispositions in accordance with the Reclamation Plan pertaining thereto.
- (b) Provided that 216 complies with the Reclamation Plan relating to the Disposition identified as SML 060060, 216 shall be permitted to sell Aggregate Inventory on the Lands subject thereto and permit Persons access to such Lands to extract and take Aggregate therefrom.
- (c) JMB shall perform the Reclamation Obligations relating to each of the Inactive JMB Dispositions in accordance with the Reclamation Plan pertaining thereto. Once closing reclamation has been performed, the posted security with respect to the Inactive JMB Dispositions shall be returned to JMB.

4.2 Reclamation Plans for Inactive Royalty Lands

- (a) Subjection to Section 4.2(b), JMB shall perform the Reclamation Obligations relating to each of the Inactive Royalty Lands in accordance with the Reclamation Plan pertaining thereto and the EPEA.
- (b) In the event that the Landowner of the Inactive Royalty Lands subject to an Inactive Royalty Agreement refuses to grant access to JMB or its Contractors in order to perform the Reclamation Obligations required for such Lands pursuant to the applicable Reclamation Plan, JMB having made reasonable efforts to obtain such access (provided that JMB shall have no obligation to pay the Landowner for such access), and the AEP is unable to obtain such access for JMB or its Contractors, JMB and Mantle shall authorize and direct Mantle Counsel to deposit that portion of the Trust Funds relating to such Lands with the AEP as Security for the Reclamation Obligations in respect of such Lands.

4.3 Active 216 Dispositions and Active Royalty Agreements

- (a) Provided that the Security contemplated by Section 3.1(a) is in place, 216 shall be permitted to carry out all activities on the Lands subject to the Active 216 Dispositions in accordance with the terms and provisions of such Dispositions and the Regulatory Legislation.
- (b) Provided that JMB deposits with the AEP the Security described in Section **Error! Reference source not found.** in respect of EPEA Registration 308161-00-00, and the AEP has approved the Updated Activity Plan in respect thereof, JMB shall be entitled to carry out all activities on the Lands subject to the Shankowski Royalty Agreement in accordance with the Updated Activity Plan and the EPEA.
- (c) Provided that JMB deposits with the AEP the Security described in Section **Error! Reference source not found.** in respect of EPEA Registration 17395-01-00, and the AEP has approved the Updated Activity Plan in respect thereof, JMB shall be entitled to carry out all activities on the Lands subject to the Havener Royalty Agreement in accordance with the Updated Activity Plan and the EPEA.

4.4 Sale of Aggregate Inventory located on Inactive Royalty Lands

- (a) Provided that the AEP has approved the Updated Activity Plan in respect of Inactive Royalty Lands subject to an EPEA Registration, JMB shall be entitled to sell any Aggregate Inventory located on such Lands to the extent that the applicable Inactive Royalty Agreement permits access to such Lands for such purpose.
- (b) The proceeds of the sale of Aggregate Inventory contemplated by Section 4.4(a) shall be applied as follows:
 - (i) firstly, to any costs incurred in marketing, selling, processing and delivering such Aggregate Inventory, together with a reasonable overhead relating to JMB's costs in respect thereof, and to any royalties payable under the applicable Inactive Royalty Agreement;
 - (ii) secondly, to any unfunded portion of the Reclamation Obligations relating to any of the Inactive Royalty Lands;
 - (iii) thirdly, to Mantle, ATB and Fiera, up to that portion of the Trust Funds contributed by them pursuant to Section 3.2(b), in accordance with their respective contributions thereto; and
 - (iv) fourthly, to the extent that all the Reclamation Obligations relating to all Inactive Royalty Lands been satisfied, to ATB.

4.5 Assignment of Dispositions and EPEA Registrations

JMB or 216 may assign Dispositions and JMB may transfer EPEA Registrations provided that:

- (a) the assignee or transferee is acceptable to the AEP;
- (b) any amendments to Reclamation Plans, Dispositions or Updated Activity Plans required by the AEP in respect of such assignment or transfer are made and approved by the AEP;

- (c) any Security required by the AEP in respect of such Disposition or EPEA Registration is provided by such assignee or transferee; and
- (d) any other requirements under the applicable Regulatory Legislation are satisfied,

whereupon once the AEP has recorded such assignment or transfer in its registries or records, the AEP will return to 216 or JMB, as applicable, the Security provided by them in respect of such Disposition or EPEA Registration.

Schedule "A"

JMB Dispositions, 216 Dispositions, EPEA Registrations and Permits

Holder	No.	Name	Registrations, Permits / Other Documents
Active 216 Dispositions			
216	SML 080085	JLG 3	CRB 100032
216	SML 110025	JLG 5	CRB 120004 00368589-00-00 Smoky Lake / Washing <i>Water Act</i> Licence 00383854-00-00 Smoky Lake / Dewatering F00368589 <i>Water Act</i> Approval 00383854-00-01 Smoky Lake / Dewatering F00368589 <i>Water Act</i> Approval 00383854-00-02 Smoky Lake / Dewatering F00368589 - APL EAS 5041791 <i>Water Act</i> Approval
216	SML 110026	JLG 6	CRB 120005 00368596-00-02 Smoky Lake / Washing F00368589 - <i>Water Act</i> Licence 00383852-00-02 Smoky Lake Dewatering F00368589 - EAS APL 5041763 <i>Water Act</i> Approval
216	SML 110045	JLG 7	CRB 120037 00384205-00-00 Barich / Washing F00384205 <i>Water Act</i> Licence 00384205-00-01 Barich / Washing F00384205 <i>Water Act</i> Licence 00395017-00-00 Barich / Dewatering F00395017 <i>Water Act</i> Approval 00395017-00-01 Barich / Dewatering F00384205 - EAS APL 5041759 <i>Water Act</i> Approval
216	SML 110046	JLG 8	CRBP 120038
216	SML 110047	JLG 9	CRB 120039
216	SML 120005	JLG 10	CRB 140072
216	SML 120006	JLG 11	CRB 140022
216	SML 120100	JLG 12	CRB 150020
216	SML100085	JLG 4	CRB 140069
Inactive 216 Dispositions			
216	SML 060060	SML 060060	CRB 100024
216	DLO 170011	SML 060060 Access	
216	DLO 200059		Applications for the Long Lake pits SML 080085/100085 that were never pursued and never canceled by AEP
216	DML 200017		Applications for the Long Lake pits SML 080085/100085 that were never pursued and never canceled by AEP
216	TFA 201094		Expired

Holder	No.	Name	Registrations, Permits / Other Documents
216	TFA 201290		Expired
EPEA Registrations for Active Royalty Agreements			
JMB	308161-00-00	Shankowski	00308161-00-00 - Original Pit Registration 00308161-00-01 - Five Year Report 00308161-00-02 - Transfer of Pit Registration to JMB
JMB	17395-01-00	Havener	00017395-01-00 - Original Pit Registration
EPEA Registrations for Inactive Royalty Agreements			
JMB	306490-00-00	Hoye / Kucy	00306490-00-00 - Original Pit Registration 00306490-00-01 - 5 Year Report
JMB	293051-00-00	MacDonald	00293051-00-00 - Original Pit Registration 00293051-00-01 - 5 Year Report
JMB	149949-00-00	Megley	00149949-00-00 - Original Pit Registration 00149949-00-01 - Original Pit Registration
JMB	263318-00-00	O'Kane	00263318-00-00 - Original Pit Registration
JMB	15048-03-02	Buksa	00015048-03-00 - Original Pit Registration 00015048-03-01 - 5 Year Report 00015048-03-02 - Updated Activities Plan
Inactive JMB Dispositions			
JMB	SML 120027	SML 120027 (Sand)	CRB 120047
JMB	SML 930040	SML 930040	
JMB	SML 980116	SML 980116 (Sand)	CRP 000104
JMB	DML 120032	N/A	
JMB	SME 150106	N/A	Expired
JMB	SME 200009	N/A	Expired
JMB	TFA 194837		Expired

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 30TH 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

-----Original Message-----

From: Stephen Abioye <Stephen.Abioye@gov.ab.ca>
Sent: May 21, 2020 09:39
To: Jeff Buck <jeffb@jmbcrush.com>; Tenille Paul <tenillemolloy@jmbcrush.com>
Cc: Valerie Collins <Valerie.Collins@gov.ab.ca>; Tyler Pell <tylerpell@jmbcrush.com>
Subject: RE: Bonds_MacDonald Pit (002-293051)

Hi Jeff,

I thought I had responded to this, I am also unsure of what you may need to discuss with the department's legal counsel. Regardless, the legal team only work with internal clients and does not liaise with the public for any issues. May I know what you are requiring if I can seek their opinion on it?

It is May 21, 2020 today and we are yet to receive a valid, up-to-date security deposit on your pit. Please, be advised that as per Section 3.2.2 which states "Unless exempted by the Act or the Conservation and Reclamation Regulation, as amended from time to time, no person shall commence or continue an activity at a pit unless the full amount of security for that pit has been provided to the Director, as authorized in writing by the Director.", as such, you may be in contravention of the act for all of your pit operations with expired/invalid security deposits.

Please, advise us on how to proceed with the application (002-293051) for MacDonald Pit.

~

Stephen

Classification: Protected A

-----Original Message-----

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: Monday, May 04, 2020 10:15 AM
To: Stephen Abioye <Stephen.Abioye@gov.ab.ca>; Tenille Paul <tenillemolloy@jmbcrush.com>
Cc: Valerie Collins <Valerie.Collins@gov.ab.ca>; Tyler Pell <tylerpell@jmbcrush.com>
Subject: RE: Bonds.

Stephen,

JMB has entered CCAA this past Friday. We will be back in court May 11 seeking an extension of CCAA for an additional 60 - 90 days.

JB

At this point in time our bonding arrangement with Northbridge will not proceed in providing security for the gravel pits.

Part of our proposal to the courts will include JMB providing cash security instead of bonding.

At this time everything is in the hands of our restructuring lawyers and the court monitor so I cannot speak to the timing of when we will be replacing the security.

Is there legal counsel you use for situations like this? If so I will have our lawyers contact them to discuss.

Regards

Jeff

-----Original Message-----

From: Stephen Abioye <Stephen.Abioye@gov.ab.ca>

Sent: May 4, 2020 9:49 AM

To: Tenille Paul <tenillemolloy@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>

Cc: Valerie Collins <Valerie.Collins@gov.ab.ca>; awalter@lloydsadd.com; Tyler Pell <tylerpell@jmbcrush.com>

Subject: RE: Bonds.

Hi Tenille/Jeff,

Do we have any words back from the financial institution as per the additional security?

Thanks,

~

Stephen

-----Original Message-----

From: Tenille Paul <tenillemolloy@jmbcrush.com>

Sent: Tuesday, March 10, 2020 8:56 AM

To: Jeff Buck <jeffb@jmbcrush.com>; Stephen Abioye <Stephen.Abioye@gov.ab.ca>

Cc: Valerie Collins <Valerie.Collins@gov.ab.ca>; awalter@lloydsadd.com; Tyler Pell <tylerpell@jmbcrush.com>

Subject: RE: Bonds.

Should have been, attached are the emails I sent in December. The original request as well as a corrected letter.

Thanks,

Tenille Paul | Administrative Services Manager JMB Crushing Systems Inc.

Box 6977 Bonnyville, AB T9N 2H4

Tel: 780-826-1774 ext 30 | Fax: 780-826-6280

Email: tenillemolloy@jmbcrush.com | Website: [https://urldefense.proofpoint.com/v2/url?u=http-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.jmbcrush.com&d=DwIGaQ&c=d0WXBk_Z-)

[3A__www.jmbcrush.com&d=DwIGaQ&c=d0WXBk_Z-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.jmbcrush.com&d=DwIGaQ&c=d0WXBk_Z-)

[g8VkJGhzz_gPiQ&r=WegJx6VHW60t7cHQa1zhu52nW4WCsRLvMGRDvjxQ8S8&m=Cj8qKIQCAm--](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.jmbcrush.com&d=DwIGaQ&c=d0WXBk_Z-g8VkJGhzz_gPiQ&r=WegJx6VHW60t7cHQa1zhu52nW4WCsRLvMGRDvjxQ8S8&m=Cj8qKIQCAm--2XOPMQ2PJ2kncnUhw8eAOFpUFiq2pvc&s=lPhUPnffSq9PWgpLP2ifWnrMky0Ses5GBxREqAmW1jA&e=)

[2XOPMQ2PJ2kncnUhw8eAOFpUFiq2pvc&s=lPhUPnffSq9PWgpLP2ifWnrMky0Ses5GBxREqAmW1jA&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.jmbcrush.com&d=DwIGaQ&c=d0WXBk_Z-g8VkJGhzz_gPiQ&r=WegJx6VHW60t7cHQa1zhu52nW4WCsRLvMGRDvjxQ8S8&m=Cj8qKIQCAm--2XOPMQ2PJ2kncnUhw8eAOFpUFiq2pvc&s=lPhUPnffSq9PWgpLP2ifWnrMky0Ses5GBxREqAmW1jA&e=) Follow us on:

Facebook | LinkedIn

-----Original Message-----

From: Jeff Buck <jeffb@jmbcrush.com>

Sent: March 10, 2020 8:33 AM

To: Stephen Abioye <Stephen.Abioye@gov.ab.ca>

Cc: Valerie Collins <Valerie.Collins@gov.ab.ca>; awalter@lloydsadd.com; Tyler Pell <tylerpell@jmbcrush.com>; Tenille Paul <tenillemolloy@jmbcrush.com>
Subject: Re: Bonds.

I believe it is.
Tyler/Tenille . Has Allen at Lloyd Sadd been updated on the new value ?

Jeff Buck. 780-573-9611
President
JMB Crushing Systems Inc

> On Mar 10, 2020, at 8:31 AM, Stephen Abioye <Stephen.Abioye@gov.ab.ca> wrote:

>
> Good Morning Jeff,
>
> Is the MacDonald Pit's security being updated as well? My understanding is that the expired securities are being renewed. Can you please confirm the plan for the requirement of an additional security for the MacDonald Pit application (002-293051)?
> Once again, thanks for your cooperation!
> ~

> Stephen

>

> -----Original Message-----

> From: Jeff Buck <jeffb@jmbcrush.com>
> Sent: Tuesday, March 10, 2020 7:56 AM
> To: Valerie Collins <Valerie.Collins@gov.ab.ca>
> Cc: awalter@lloydsadd.com; Tyler Pell <tylerpell@jmbcrush.com>;
> Tenille Paul <tenillemolloy@jmbcrush.com>; Stephen Abioye
> <Stephen.Abioye@gov.ab.ca>
> Subject: Re: Bonds.

>

> Thanks for your cooperation

>

> Jeff Buck. 780-573-9611
> President
> JMB Crushing Systems Inc

>

>> On Mar 10, 2020, at 7:27 AM, Valerie Collins <Valerie.Collins@gov.ab.ca> wrote:

>>

>> Morning Jeff

>>

>> That's great news. I see I have an e-mail from Northbridge and will provide them with the information right away.

>>

>> I will watch for the new bonds or continuation certificates.

>>

>>

>> Valerie Collins

>> -----

>> Valerie Collins

>> Application & Security Coordinator
>> Alberta Environment and Parks

JB

>> Regulatory Approvals Centre
>> 5th Floor, South Petroleum Plaza
>> 9915 - 108 Street
>> Edmonton, AB T5K 2G8
>> Phone: (780) 427-9541 Fax: (780) 422-0154
>> E-Mail: Valerie.Collins@gov.ab.ca
>> Visit https://urldefense.proofpoint.com/v2/url?u=https-3A__avw.alberta.ca_ApprovalViewer.aspx&d=DwlGaQ&c=d0WXBk_Z-g8VkgHzz_gPiQ&r=WegJx6VHW60t7cHQa1zhu52nW4WCsRLvMGRDvjxQ8S8&m=Cj8qKIQCAM--2XOPMQ2PJ2kncnUhw8eAOFpUFiq2pvc&s=c4d2Qmx5W7wQBGRUx9KqGNo1t5BsGKKXST1W4Mo5SqE&e= - An on-line viewing of Approvals, Licences, Registrations and Permits issued under the Water Act and Environmental Protection and Enhancement Act.

>>
>>
>>
>> -----Original Message-----
>> From: Jeff Buck <jeffb@jmbcrush.com>
>> Sent: Monday, March 09, 2020 3:34 PM
>> To: Valerie Collins <Valerie.Collins@gov.ab.ca>;
>> awalter@lloydsadd.com
>> Cc: Tyler Pell <tylerpell@jmbcrush.com>; Tenille Paul
>> <tenillemolloy@jmbcrush.com>
>> Subject: Bonds.

>>
>> Val
>>
>> Our issues are sorted out. Just waiting on the issuance of the bonds from Northbridge and Lloyd Sadd
>>
>> We will forward them as soon as we receive them
>>
>> Jeff Buck. 780-573-9611
>> President
>> JMB Crushing Systems Inc
>> This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.
> <FW Security Request for MacDonald Pit_SE 34-056-07-W4M (Application
> No. 002-293051)_JMB Crushing Systems ULC.>



This is the Certificate to accompany
the Affidavit of Blake Elyea
made on March 30, 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 30, 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 30, 2021



Signature of lawyer
Jimmy Burg

JAMES STADLER BURG
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