

COURT FILE NO. 2503 00016

Clerk's Stamp

COURT Court of King's Bench of Alberta

JUDICIAL CENTRE Edmonton

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

AND IN THE MATTER OF **KMC MINING CORPORATION**

DOCUMENT **ORDER - Extending the Stay Period, Interim Distribution, Assignment of Contracts and Ancillary Relief**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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DATE ON WHICH ORDER WAS PRONOUNCED **JULY 30, 2025**

NAME OF JUSTICE WHO MADE THIS ORDER: **D.R. MAH**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

UPON the Application of KMC Mining Corporation (the "**Applicant**");

AND UPON noting the Initial Order granted in these proceedings (the "**CCAA Proceedings**") on January 10, 2025 ("**Initial Order**"), the Amended and Restated Initial Order granted in these proceedings on January 20, 2025 (the "**ARIO**") and the Order granted in these proceedings on May 23, 2025;

AND UPON having read the Application, the Affidavit of Daniel Klemke sworn July 21, 2025, and the Fourth Report of FTI Consulting Canada Inc., in its capacity as monitor (the "**Monitor**") dated July 24, 2025;

AND UPON noting the stay of proceedings as against the Applicant as referred to and defined in paragraph 15 of the ARIO ("**Stay Period**"); AND UPON noting the extension of the Stay Period via Order – Extending Stay Period of Justice L.K. Harris granted on May 23, 2025;

~~AND UPON noting the *Wage Earner Protection Program Act (Canada)*, SC 2005, c 47 ("**WEPPA**") declaration in the paragraph 43 of the Initial Order, paragraph 46 of the ARIO and paragraph 2 of the Order of Justice Mah granted April 17, 2025 (collectively the "**WEPPA Declaration**");~~

AND UPON noting that the Applicant formerly leased the commercial property at 5809 – 98 Street in Edmonton from Gellarne Holdings (2001) Ltd. (the "**Lease**");

AND UPON hearing the submissions of counsel for the Applicant, Counsel for the Monitor, counsel for ATB Financial in its capacity as Administrative Agent for the Lenders (collectively the "**Syndicate**") and others appearing;

IT IS HEREBY ORDERED THAT:

Service of Application

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient and no other persons other than those listed on the service list maintained in these CCAA Proceedings (the "**Service List**") are entitled to service of the Application.

Extension of Stay

2. The Stay Period is hereby extended to November 30, 2025.

Miscellaneous Matters

3. No grieving former employee who is a member of International Union of Operating Engineers, Local Union No. 955 of the Applicant is owed any further pay (including but not limited to termination or severance pay) by the Applicant.
4. During this further Stay Period, upon the request of the Syndicate, the Applicant is authorized, in consultation with the Monitor, to make periodic distributions to the Syndicate from cash held in the Applicant's accounts up to a maximum amount of \$3,500,000 in the aggregate.
5. Gellarne Holdings (2001) Ltd. shall forthwith pay the sum of \$13,125.00 to counsel for the Applicant, being the security deposit under the Lease.
6. All rights and obligations of the Applicant under the policies and contracts listed below are assigned to Deutsche Leasing Canada Corp. ("**Deutsche**"), or such affiliate as may be instructed by Deutsche, as related to the 2022 Liebherr PR776 (s/n 25121) (the "**Dozer**"):
 - a. Starr Insurance & Reinsurance Limited insurance policy #1000598040231 ("**Policy**") as related to the Dozer only;
 - b. Liebherr Canada Ltd. warranty as related to the Dozer;
 - c. the insurance claim administered under ClaimsPro _internal reference claim #24110-5339, arising from the Policy, as it relates to the Dozer only; and
 - d. any other insurance policy, warranty or insurance claim related to the Dozer and not specifically mentioned above;

(collectively the "**Assumed Contracts**").

7. Deutsche shall account to the Monitor and the Applicant respecting any proceeds received related to the Dozer and the Assumed Contracts. If any proceeds received exceed the amounts required to retire the Deutsche indebtedness, then the balance shall be remitted to the Applicant for payment to the Syndicate.

Service and Effective Time

8. 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;
 - iv. the Purchaser or the Purchaser's solicitors; and
 - b. posting a copy of this Order on the Monitor's website at:
<https://cfcanda.fticonsulting.com/KMCMining/>.

and service on any other person is hereby dispensed with.

9. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.
10. This Order and all of its provisions are effective as of 12:01 a.m. Edmonton time on the date this Order is signed by a Justice of the Court of King's Bench of Alberta.

Justice of the Court of King's Bench of Alberta