



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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended
 AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.

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

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

DOCUMENT **PLAN SANCTION ORDER**

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

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2020

LOCATION AT WHICH ORDER WAS MADE: Calgary Court House

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

UPON THE APPLICATION of JMB Crushing Systems Inc. (“**JMB**”) and Mantle Materials Group, Ltd. (“**Mantle**”, and together with JMB, the “**Plan Applicants**”), each a company existing under the laws of British Columbia, for an Order pursuant to 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 “**BC BCA**”) sanctioning and approving the Plan of Arrangement of the Plan Applicants dated September 28, 2020, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the “**Plan**”).

AND UPON HAVING READ this Application, the Affidavit of Byron Levkulich sworn September 30, 2020, the Seventh Report of FTI Canada Consulting Inc., the Court-appointed Monitor of JMB (the “**Monitor**”), and the pleadings and proceedings in this Action, including the Initial Order granted in the within proceedings on May 1, 2020, as amended and restated on May 11, 2020, all filed; **AND UPON** hearing the submissions of counsel for the Plan Applicants, counsel for the Monitor and from any other affected parties that may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Defined Terms

1. Capitalized terms used in this Plan and not otherwise defined shall have the meanings given to them in the Plan. The following capitalized terms used in this Order shall have the following meanings:
 - (a) “**Affected Claim**” mean the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Acquired Assets;
 - (b) “**Affected Creditor**” means any Secured Creditor that has a Lien attaching to some or all of the Acquired Assets that ranks in priority to any other Lien attaching to such Acquired Assets, including to the Security Interests in favour of ATB and Fiera;
 - (c) “**Amended Articles**” means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in the Plan, substantially in the form attached as Schedule “A” to the Plan.
 - (d) “**ATB**” means ATB Financial;

- (e) “**ATB Agreement**” means an agreement between ATB and Mantle with respect to the ATB Assumed Debt;
- (f) “**ATB Assumed Debt**” means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to the Plan and which is subject to the terms and provisions of the ATB Agreement;
- (g) “**ATB Indebtedness**” means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB to ATB;
- (h) “**ATB Mortgage**” is defined in the APA;
- (i) “**ATB Security Documents**” means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB;
- (j) “**Class A Common Shares**” means the Class A common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 26 of the Original Articles;
- (k) “**Class A Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares;
- (l) “**Class B Common Shares**” means the Class B common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 27 of the Original Articles;
- (m) “**Class B Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares;
- (n) “**Class C Common Shares**” means the Class C common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 28 of the Original Articles;

- (o) “**Class C Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares;
- (p) “**Creditor**” means any Person to whom JMB owes, is liable for or is required to pay or perform Liabilities;
- (q) “**Creditors’ Meeting**” means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon the Plan;
- (r) “**Designated Permit**” means a Permit issued to JMB that is included in the Acquired Assets, but cannot be transferred to Mantle prior to the Plan Implementation, which Permit Mantle elects by written notice to JMB and the Monitor that JMB will continue to have an interest in such Permit notwithstanding the SAVO;
- (s) “**Existing Shareholders**” means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and “**Existing Shareholder**” means any one of them;
- (t) “**Existing Shares**” means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and “**Existing Share**” means any one of them;
- (u) “**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;
- (v) “**Fiera Assumed Debt**” means that portion of the Fiera Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the Fiera Exit Loan Agreement;
- (w) “**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt;

- (x) “**Fiera Indebtedness**” means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB to Fiera;
- (y) “**Fiera Security Documents**” means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera;
- (z) “**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;
- (aa) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law, under any agreement or contract to which a Person is party or otherwise, and “**Liability**” means any one of the Liabilities;
- (bb) “**Lien**” means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same;
- (cc) “**Notice of Alteration**” means the notice of alteration to be filed with the Registrar to give effect to the alterations to the Notice of Articles and Original Articles as contemplated by the Plan, which Notice of Alteration is substantially in the form attached as Schedule “B” to the Plan;

- (dd) “**Notice of Articles**” means the notice of articles issued on December 14, 2018 by the Registrar under the BC BCA;
- (ee) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by Canadian Aggregate Resources Corporation;
- (ff) “**Other Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other Securities**” means more than one;
- (gg) “**Other Security Holder**” means any Person with any interest in any Other Securities;
- (hh) “**Permit**” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by Alberta Environment and Parks under Alberta’s Code of Practice for Pits;
- (ii) “**Person**” will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority;
- (jj) “**Plan Implementation**” means the fulfillment, satisfaction or waiver of the conditions set out in section 7.1 of the Plan and the occurrence or effecting of the steps set out in section 5.1 of the Plan;
- (kk) “**Plan Implementation Date**” means the date on which Plan Implementation occurs;

- (ll) **“Proxy”** means a form of proxy and voting letter pursuant to which an Affected Creditor may vote upon the Plan for the purposes of section 6 of the CCAA in advance or in lieu of a Creditors’ Meeting or appoint a proxyholder to attend and vote at a Creditors’ Meeting, which proxy and voting letter is substantially in the form attached as Schedule “C” to the Plan, and **“Proxies”** means more than one Proxy;
- (mm) **“Registrar”** means the person appointed as the Registrar of Companies under section 400 of the BC BCA;
- (nn) **“Remaining ATB Debt”** means the ATB Indebtedness in excess of the ATB Assumed Debt;
- (oo) **“Remaining Fiera Debt”** means the Fiera Indebtedness in excess of the Fiera Assumed Debt;
- (pp) **“Secured Creditor”** means a Creditor to whom JMB owes Liabilities the payment and performance of which is secured by a Lien;
- (qq) **“Security Interest”** means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property;
- (rr) **“Unaffected Claims”** means the Liabilities of JMB to Persons other than an Affected Creditor;
- (ss) **“Unaffected Creditor”** means a Creditor that holds an Unaffected Claim.

Service of Application

2. Service of this Application and supporting documents is hereby deemed to be good, sufficient and validated on all Persons affected by the Plan, including without limitation all Affected Creditors and Existing Shareholders.
3. The time for notice is hereby abridged to the time provided, and no other Person is required to have been served with notice of this Application.

Statutory Compliance and Authority in respect of the Plan

4. The Plan Applicants have complied in all material respects with the provisions of the CCAA and previous Orders issued in these proceedings.
5. The adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring adoption by, or authorization of, the Existing Shareholders or directors of JMB, as applicable, are hereby authorized by this Court and all necessary approvals to take actions will be deemed in all respects and for all purposes to have been obtained from the directors of JMB and the Existing Shareholders including the deemed passing by any class of Existing Shareholders of any resolution or special resolution, without any requirement for any further action by the directors of JMB or the Existing Shareholders.
6. The adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring authorization of the directors and shareholders of Mantle have been duly authorized by such directors and shareholders and are authorized and approved by this Court in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

Voting and Acceptance of the Plan

7. The only Creditors affected by and are entitled to vote upon the Plan pursuant to section 6 of the CCAA are the Affected Creditors, the Affected Creditors constitute a single class for the purposes of considering and voting upon the Plan, and the only Affected Creditors are ATB and Fiera.
8. The validity, quantum and priority of the Affected Claims of ATB and Fiera are hereby confirmed.
9. The Class A Shareholders, Class B Shareholders, Class C Shareholders and Other Security Holders shall not be entitled to vote upon whether or not to approve the Plan and any meeting or meetings of such Existing Shareholders, whether together or separately, to

consider and vote upon whether to accept or vote in favour of the Plan is hereby dispensed with.

10. Each of ATB and Fiera having delivered to the Monitor their duly executed Proxies, and being all of the Affected Creditors, the requirement for a Creditors' Meeting is hereby dispensed with.

Sanction and Implementation of the Plan

11. Each of ATB and Fiera having voted in favour of the approval of the Plan, the Plan is hereby declared to have been adopted and approved by all of the Affected Creditors in accordance with section 6 of the CCAA and section 289(1)(f) of the BC BCA.
12. The Plan Applicants are declared to have acted and be acting in good faith and with due diligence, and have not done or purported to do (nor does the Plan do or purport to do) anything that is not authorized by the CCAA.
13. The Plan, and all the terms and conditions thereof, and matters and transactions contemplated thereby, are fair and reasonable to the Affected Creditors, are in the best interests of the Plan Applicants and the Affected Creditors, and are hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA and the BC BCA.
14. Effective on Plan Implementation, commencing at the Effective Time and in the sequential order contemplated by section 5.1 of the Plan:
 - (a) all of the issued and outstanding Class B Common Shares are declared to be redeemed and fully, finally and irrevocably cancelled and terminated pursuant to the Plan, and any and all claims of the Class B Shareholders in respect of or arising from the Class B Common Shares are fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (b) no Class B Shareholder in respect of its Class B Common Shares is entitled to receive any consideration or distributions under the Plan, including from the redemption, cancellation and termination of its Class B Common Shares;

- (c) all issued and outstanding Class C Common Shares are declared to be redeemed and fully, finally and irrevocably cancelled and terminated pursuant to the Plan, and any and all claims of the Class C Shareholders in respect of or arising from any Class C Common Shares are fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
- (d) no Class C Shareholder in respect of its Class C Common Shares is entitled to receive any consideration or distributions under the Plan, including from the redemption, cancellation and termination of its Class C Common Shares;
- (e) all issued and outstanding Other Securities are declared to be redeemed and to be fully, finally and irrevocably cancelled and terminated pursuant to the Plan, and any and all claims of the Other Security Holders in respect of or arising from the Other Securities are fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
- (f) no Other Security Holder in respect of its Other Securities is entitled to receive any consideration or distributions under the Plan, including from the redemption, cancellation and termination of its Other Securities;
- (g) the Amended Articles are hereby approved by this Court and are deemed to have been approved and adopted as the articles of JMB;
- (h) JMB is hereby authorized and directed to file the Notice of Alteration with the Registrar, whereupon JMB shall have, as its notice of articles, the notice of articles issued by the Registrar as a result of the filing of the Notice of Alteration;
- (i) all rights, title, and interest in and to the issued and outstanding Class A Common Shares registered in the name of CARC or any other Class A Shareholder are hereby transferred to RLF Holdings, and no Class A Shareholders is entitled to any consideration for the transfer of its Class A Common Shares.
- (j) Mantle is hereby declared to have assumed and become liable for the ATB Assumed Debt in accordance with the Plan and the rights and obligations of Mantle and ATB

in respect of the ATB Assumed Debt shall be governed by the terms of the ATB Agreement and the ATB Mortgage;

- (k) the transfer to and vesting in 216 of the Remaining ATB Debt pursuant to the Reverse Vesting Order shall be without prejudice to the continuing liability of JMB for the Remaining ATB Debt in accordance with the Plan and the Reverse Vesting Order, and the Security Interests created by the ATB Security Documents shall severally attach to:
 - (i) the Acquired Tranche B Inventory and its Proceeds as security for the ATB Assumed Debt, but upon repayment in full of the ATB Assumed Debt in accordance with the ATB Agreement, such Security Interests shall cease to attach to any property or assets of JMB or Mantle; and
 - (ii) all of the property and assets of JMB as security for the Remaining ATB Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB or, for greater certainty, any property or assets of Mantle; and
 - (iii) the ATB Mortgage shall mortgage and charge the JMB Real Property;
- (l) the Reverse Vesting Order shall not affect the nature or priority of the ATB Assumed Debt, the Remaining ATB Debt or the Security Interests created by the ATB Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Reverse Vesting Order becoming effective and the Plan Implementation being completed;
- (m) Mantle is hereby declared to have assumed and become liable for the Fiera Assumed Debt and the rights and obligations of Mantle and Fiera shall be governed by the terms of the Fiera Exit Loan Agreement;
- (n) the transfer to and vesting in 216 of the Remaining Fiera Debt pursuant to the Reverse Vesting Order shall be without prejudice to the continuing liability of JMB for the Remaining Fiera Debt in accordance with the Plan and the Reverse Vesting

Order, and the Security Interests created by the Fiera Security Documents shall severally attach to:

- (i) all of the property and assets of JMB and Mantle as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB and 216 as security for the Remaining Fiera Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB or, for greater certainty, any property or assets of Mantle as security for such Remaining Fiera Debt;
- (o) the Reverse Vesting Order shall not affect the nature or priority of the Fiera Assumed Debt, the Remaining Fiera Debt or the Security Interests created by the Fiera Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Reverse Vesting Order becoming effective and the Plan Implementation being completed; and
- (p) the nature of the Remaining ATB Debt and the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in 216, and the indebtedness, liabilities and obligations of 216 under the Remaining ATB Debt and Remaining Fiera Debt shall not be limited, lessened or extinguished as a result of anything in the Plan or the limitation of recourse against JMB as a result of the occurrence of the Non-Recourse Event.
15. Within six (6) months after Plan Implementation, JMB shall pay in full to Her Majesty in Right of Canada or any province any Liabilities of a kind that could be subject to a demand under the statutory provision referred to in section 6(3) of the CCAA that was outstanding on the Filing Date which has not been paid by Plan Implementation.
16. The Plan is declared to be binding upon and to enure to the benefit of the Plan Applicants, the Affected Creditors and the Existing Shareholders and their respective heirs, executors, administrators, and other legal representatives, successors, and assigns.

17. The Plan Applicants and the Monitor are authorized and directed to take all steps and actions, and to do all things necessary or appropriate to implement the Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations, instruments and agreements contemplated in and pursuant to the Plan, and such steps and actions are hereby authorized, ratified and approved, and none of the Plan Applicants or the Monitor shall incur any liability as a result of acting in accordance with terms of the Plan or this Sanction Order.
18. All necessary approvals of and from the shareholders, members, directors, managers or officers of the Plan Applicants, as applicable (including all necessary resolutions, whether ordinary, special or otherwise, of the shareholders, members, directors, managers or officers of the Plan Applicants, as applicable) to take any and all actions under the Plan or contemplated thereby (including but not limited to the adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan) shall be deemed to have been made, given, passed or obtained, and no agreement between or among the shareholders of any Plan Applicants, or any of them, or between a shareholder and another Person, that limits or purports to limit in any way the right to vote shares held by such shareholders with respect to any of the steps or transactions contemplated by the Plan shall be effective, and all such agreements shall be deemed to be of no force or effect.
19. All Designated Permits shall be and remain in full force and effect, unamended, as at Plan Implementation, and no Governmental Authority shall on or following Plan Implementation terminate, rescind or refuse to renew in JMB or Mantle any Designated Permit, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of such Designated Permit or the Applicable Laws governing it by reason of:
 - (a) any event which occurred prior to, and not continuing after, Plan Implementation or which is or continues to be suspended or waived under the Plan that would have entitled such Governmental Authority to enforce those rights or remedies;
 - (b) JMB having sought or obtained relief under the CCAA or BC BCA or as part of the Plan;

- (c) any default or event of default arising as a result of the financial condition or insolvency of JMB;
 - (d) the effect upon JMB of the completion of any of the transactions contemplated under the Plan; or
 - (e) any restructurings or reorganizations effected pursuant to the Plan.
20. Effective upon Plan Implementation:
- (a) JMB shall cease to be an Applicant in the CCAA Proceedings;
 - (b) the CCAA Charges shall cease to attach to or charge any property or assets of JMB; and
 - (c) JMB shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for the Sanction Order, the Reverse Vesting Order and the SAVO, which Orders shall continue to apply to JMB in all respects.
21. Each of the Plan Applicants and the Monitor and any other Person required to make any deliveries or take any steps or actions pursuant to the Plan are hereby directed to complete such deliveries, steps or actions in accordance with the terms of the Plan, and such deliveries, steps and actions are hereby approved.
22. The Plan Applicants are hereby authorized, in connection with the making of any payment or distribution, and the Plan Applicants and the Monitor shall be authorized, in connection with the taking of any step or transaction or performance of any function under or in connection with the Plan, to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith.

Authorization of the Monitor

23. The Monitor is hereby authorized and empowered to perform its functions and fulfil its obligations under the Plan and the Sanction Order in order to facilitate the Plan Implementation.
24. The Monitor shall issue to JMB, Mantle, CARC, RLF Holdings and the Affected Creditors a certificate signed by the Monitor and substantially in the form attached hereto as **Schedule “A”** (the “**Monitor's Conditions Certificate**”, the form of which is hereby approved):
- (a) upon the satisfaction, fulfilment or waiver of the conditions set out in Article 7.1; and
 - (b) the receipt by the Monitor of duly executed voting letters and proxies signed by each of the Affected Creditors confirming their approval of and agreement to the Plan.

As soon as possible thereafter, the Monitor shall file the Monitor's Conditions Certificate with this Court and post it on CaseLines and its website.

25. Upon the completion of the Plan Implementation in accordance with Article 5.1, the Monitor shall issue to CARC, RLF Holdings and the Affected Creditors a certificate substantially in the form attached hereto as **Schedule “B”** (the “**Monitor's Plan Completion Certificate**”, the form of which is hereby approved) signed by the Monitor. As soon as possible thereafter, the Monitor shall file the Monitor's Plan Completion Certificate with this Court and post it on CaseLines and its website.
26. In carrying out the terms of this Sanction Order and the Plan: (a) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, and any other Order in the CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour; (b) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Sanction Order and/or the Plan; and (c) the Monitor shall be entitled to rely on the books and records of the Plan Applicants and any information provided by the Plan

Applicants without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

General

27. The Plan Applicants, RLF Holdings, the Affected Creditors and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan and to the extent that any Person (including any of the Plan Applicants, RLF Holdings, the Affected Creditors or the Monitor) seeks any advice or direction with respect to any matter arising from or under the Plan or this Sanction Order, such motion shall be brought in the Court of Queen's Bench of Alberta.

No Fraudulent Preference or Conveyance

28. Notwithstanding:

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

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

Request for Assistance of Foreign Courts

29. This Sanction Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable. The Plan Applicants and the Monitor may apply to a Court of competent jurisdiction to


recognize the Plan or this Sanction Order and to confirm the Plan and the Sanction Order as binding and effective in any foreign jurisdiction.

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

Service of Order

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

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



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

SCHEDULE "A"
FORM OF MONITOR'S CONDITIONS CERTIFICATE

Clerk's Stamp

COURT FILE NO. 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

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

DOCUMENT **MONITOR'S PLAN CONDITIONS CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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 Phone: 403.260.3531/403.260.3536
 Fax: 403.260.3501
 File No.: ●

MONITOR'S CERTIFICATE
(Satisfaction or Waiver of Conditions)

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan of Compromise and Arrangement dated September 28, 2020, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the "**Plan**").

Pursuant to paragraph ● of the Order of the Honourable Madam Justice K.M. Eidsvik made in these proceedings on October 16, 2020 (the "**Sanction Order**") and section ● of the Plan, FTI

Consulting Canada Inc. in its capacity as Court-appointed Monitor of the Plan Applicants (the “**Monitor**”) delivers to the Plan Applicants this certificate and hereby certifies that the conditions set out in section 7.1 of the Plan have been satisfied, fulfilled or waived in accordance with the terms of the Plan.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2020.

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

By:

Name:

Title:

SCHEDULE "B"
FORM OF MONITOR'S PLAN IMPLEMENTATION CERTIFICATE

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

Clerk's Stamp

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ARRANGEMENT ACT, RSC 1985, c C-36, as amended
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 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. and MANTLE MATERIALS
 GROUP, LTD.

DOCUMENT **MONITOR'S PLAN COMPLETION CERTIFICATE**

ADDRESS FOR **McCarthy Tétrault LLP**
 SERVICE AND 4000, 421 – 7th Avenue SW
 CONTACT Calgary, AB T2P 4K9
 INFORMATION OF Attn: **Sean Collins/Pantelis Kyriakakis**
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 File No.: ●

MONITOR'S CERTIFICATE
(Plan Completion)

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan of Compromise and Arrangement dated September 28, 2020, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the "**Plan**").

Pursuant to paragraph ● of the Order of the Honourable Madam Justice K.M. Eidsvik made in these proceedings on October 16, 2020 (the “**Sanction Order**”) and section ● of the Plan, FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of the Plan Applicants (the “**Monitor**”) delivers to the Plan Applicants this certificate and hereby certifies that Plan Implementation has been completed and is effective in accordance with the terms of the Plan and the Sanction Order.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2020.

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

Name:
Title: