

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., MANTLE MATERIALS GROUP, LTD. and 2324159 ALBERTA INC. 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 **APPLICATION**
Amended and Restated Sale Approval and Vesting Order
Amended and Restated Reverse Vesting Order
Amended and Restated Assignment Order
Amended and Restated Sanction Order

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
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File No: A163514

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must attend Court by videoconference or phone when the application is heard as shown below:

Date: March 5, 2021
 Time: 10:00 am
 Where: Calgary Courts Centre – via Webex. Videoconference details are enclosed as **Appendix “A”** to this Application
 Before: The Honourable Justice K.M. Eidsvik – Commercial List

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. The Applicants JMB Crushing Systems Inc. (“**JMB**”), 2161889 Alberta Ltd. (“**216**”, and with JMB, the “**CCAA Applicants**”), Mantle Materials Group, Ltd. (“**Mantle**”), and 2324159 Alberta Inc. (“**ResidualCo**”, and with JMB, 216 and Mantle, the “**Plan Applicants**”) seek the Orders pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) described in paragraphs 2 to 8 herof.
2. The Applicants seek an Order, substantially in the form attached as **Schedule “A”** hereto (the “**Amended SAVO**”), amending and restating the Sale Approval and Vesting Order granted by this Court on October 16, 2020 (the “**Original SAVO**”) to:
 - (a) Approve the amended and restated purchase agreement between the CCAA Applicants and Mantle dated March 3, 2021 (the “**Amended Purchase Agreement**”), substantially in the form attached to the Confidential Affidavit of Byron Levkulich to be sworn March 4, 2021 as Exhibit “A” (the “**Confidential Affidavit**”) and authorize the CCAA Applicants and FTI Consulting Canada Inc. as monitor of the CCAA Applicants (the “**Monitor**”) to take any and all such steps as are necessary or advisable to implement and close the acquisition and reorganization transactions contemplated by the Amended Purchase Agreement (the “**Acquisition and Reorganization Transactions**”);
 - (b) Order and declare that, effective immediately upon the Monitor delivering a certificate to the Court (the “**Monitor’s Certificate**”) confirming that all terms and conditions under the Amended Purchase Agreement and any and all modifications

thereto have either been satisfied or waived and that the Acquisition and Reorganization Transactions have otherwise been completed to the satisfaction of the Monitor, all legal and beneficial ownership of and title to the Acquired Assets (other than the agreements subject to the Amended Assignment Order described below) shall vest in Mantle, free and clear of any and all Claims (as defined in the Amended Purchase Agreement), but subject to the Permitted Encumbrances (as defined in the Amended Purchase Agreement); and

- (c) Order and declare that, notwithstanding the pendency of these proceedings or the provisions of any federal or provincial statute, the vesting provisions contained in the proposed form of the Amended SAVO concerning the assignment, sale, and transfer of the Acquired Assets:
 - (i) will not be void or voidable at the instance of creditors or claimants;
 - (ii) do not constitute and shall not be deemed to be a fraudulent preference, a fraudulent conveyance, a transfer at undervalue, or otherwise subject to challenge under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Preferences Act* (Alberta), or any other applicable federal or provincial legislation; and
 - (iii) do not constitute and shall not be deemed to constitute conduct meriting an oppression remedy.

3. The Applicants seek an Order, substantially in the form attached as **Schedule “B”** hereto (the “**Amended RVO**”), amending and restating the Reverse Vesting Order granted by this Court on October 16, 2020, as amended on December 7, 2020 (the “**Original RVO**”), ordering and declaring, *inter alia*, the following:

- (a) ResidualCo is added as an Applicant in these CCAA Proceedings;
- (b) Effective immediately upon the Monitor delivering the Monitor’s Certificate to this Honourable Court:

(i) 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:

(A) any encumbrances or charges created by the Initial Order (as defined below);

(B) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, RSA 2000, c P-7 or any other real or personal property registry system (the “**Property Security Legislation**”) and the *Land Titles Act*, RSA 2000, c L-7 (the “**LTA**”); and

(C) any liens or claims of lien under the *Builders’ Lien Act*, RSA 2000, c B-7 (the “**BLA**”);

(collectively, the “**Encumbrances**”), but excluding the Permitted Encumbrances;

(c) 216 shall retain all of its right, title and interest in and to the 216 Retained Assets, free and clear of 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, but excluding the Permitted Encumbrances;

- (d) all of the right, title and interest of the CCAA Applicants in and to the Excluded ResidualCo Assets shall be transferred to and vest absolutely in the name of ResidualCo, and shall remain subject to the 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, all of which 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;
- (e) 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 (the “**Excluded Creditors**”);
- (f) any and all Excluded Liabilities (including, for greater certainty, the Remaining ATB Debt, Remaining Fiera Debt and the AEP Payment Arrears) 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, 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;

- (g) the Excluded Creditors shall be forever barred from taking any steps or proceedings, whether directly or otherwise, 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;
- (h) 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 from and after the Effective Time in its place and stead;
- (i) 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;
- (j) 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, and the obligation of ResidualCo to provide such access to JMB shall be secured by a charge created hereby in favour of JMB against ResidualCo's right, title and interest in the JMB Inactive Royalty Lands;

- (k) Pursuant to 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 paragraphs 16 and 17 of the Amended RVO; and
 - (ii) 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 16 and 17(a) of the Amended RVO, or that any Regulatory Body empowered to exercise the rights, discretions, powers or remedies contemplated by paragraph 17(b) of the Amended RVO be affected by that paragraph;
- (l) The AEP Payment Arrears are 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;
- (m) 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) any Regulatory Body in respect of AEP Payment Arrears shall be an Excluded Creditor;
- (n) Subject to paragraph 18 of the Amended RVO, from and after the Effective Time:
 - (i) 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 Registration or Permit, or any Disposition, Royalty Registration or Permit issued, transferred or assigned to a Plan Party hereafter, in respect of the AEP Payment Arrears are hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such right or remedy in respect of the AEP Payment Arrears against, in respect of or affecting in any way any Plan Party, 216 Disposition, JMB Disposition, JMB Royalty Registration or Permit, or any Disposition, Royalty Registration or Permit issued, transferred or assigned to a Plan Party hereafter;

(ii) 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):

(A) 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

(B) no Regulatory Body shall terminate, rescind or refuse to renew in JMB, 216 or Mantle any 216 Disposition, JMB Disposition, JMB Royalty Registration or Permit, refuse to grant new Disposition, Royalty Registration or Permit to a Plan Party, refuse to consent to the transfer or assignment to a Plan Party of any Disposition, Royalty 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, Royalty Registrations or Permits, or under any Regulatory Legislation, for or by reason of:

(1) any event which occurred prior to, and not continuing after, Plan Implementation or which is or continues to be suspended or waived under the Amended Plan that would have entitled such Regulatory Body to enforce those rights or remedies;

- (2) JMB and 216 having sought or obtained relief under the CCAA or BC BCA or as part of the Amended Plan;
 - (3) any default or event of default arising as a result of the financial condition or insolvency of JMB or 216;
 - (4) the effect upon JMB or 216 of the completion of any of the Acquisition and Reorganization Transactions; or
 - (5) the vesting in and assumption by ResidualCo of the AEP Payment Arrears and any failure of ResidualCo to pay the AEP Payment Arrears;
- (o) Nothing in the Amended RVO shall:
- (i) empower a Plan Party to carry on any business that the Plan Party is not lawfully entitled to carry on;
 - (ii) 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 17(b)(ii)(A) to (E) of the Amended RVO; or
 - (iii) exempt a Plan Party from compliance with the Regulatory Legislation and the Reclamation Plans, other than relating to the matters described in paragraphs 17(b)(ii)(A) to (E) of the Amended RVO;
- (p) Paragraphs 16 and 17 of the Amended RVO shall become effective upon the Monitor filing a certificate confirming that the Reclamation Security required in respect of each JMB Royalty Registrations has been delivered to and posted with the AEP, 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;

(q) From and after the Effective Time, the Reclamation Plans, with such changes as are agreed to by the AEP and the Plan Parties, each acting reasonably, are binding upon the AEP and the Plan Parties, provided that:

(i) in the event that 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

(ii) the AEP is unable or unwilling to obtain such access upon written request by JMB;

the obligations of 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 3(p) of this Order, and the AEP shall terminate the JMB Royalty Registration relating to such JMB Inactive Royalty Land; and

(r) The payment of the Reclamation Security to the AEP shall be without prejudice to 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.

4. The Applicants seek an Order, substantially in the form attached as **Schedule “C”** hereto (the “**Amended Assignment Order**”), amending and restating the Assignment Order granted by this Court on October 16, 2020 (the “**Original Assignment Order**”), which Original Assignment Order assigned the rights and obligations of the CCAA Applicants under Restricted Agreements (as defined in the Amended Purchase Agreement) that require consent to Mantle, notwithstanding restrictions on assignment contained in such agreements, as part of the Original Transactions (as defined below), with such assignment to be subject to the payment of the applicable cure costs.

5. The Applicants seek an Order pursuant to the CCAA and the *Business Corporations Act*, SBC 2002, c 57, as amended, substantially in the form attached as **Schedule “D”** hereto (the “**Amended Sanction Order**”), amending and restating the Sanction Order granted by this Court on October 16, 2020 (the “**Original Sanction Order**”) to sanction and approve the Amended and Restated Plan of Arrangement (the “**Amended Plan**”), as may be further amended, varied or supplemented from time to time in accordance with the terms thereof, and granting the related relief.
6. The Applicants seek an Order, substantially in the form attached as **Schedule “E”** hereto, sealing the Confidential Affidavit on the Court file until the conclusion of these CCAA proceedings.
7. The Applicants seek an Order declaring that the time for service of notice of this Application (the “**Application**”), the Levkulich Affidavit and the Confidential Affidavit is abridged, if necessary, such that the Application is properly returnable on March 5, 2021, that service of the Application, the Levkulich Affidavit and the Confidential Affidavit on the service list is good and sufficient, and that no other persons other than those on the service list maintained by the Monitor in these proceedings (the “**Service List**”) are entitled to service of the Application, the Levkulich Affidavit and the Confidential Affidavit, or any orders arising therefrom.
8. The Applicants seek such further and other relief as counsel requests and this Honourable Court may grant.

Grounds for making this application:

9. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Amended Purchase Agreement.
10. On May 1, 2020, this Honourable Court granted the initial Order, which Order was amended and restated on May 11, 2020 (as amended and restated, the “**Initial Order**”). As part of the Initial Order, the Court declared that the CCAA Applicants were companies to which the CCAA applied, stayed all proceedings against the CCAA Applicants, appointed FTI Consulting Canada Inc. as Monitor, and approved a sale and investor

solicitation process (the “**SISP**”) for the solicitation of offers for the sponsorship of a plan of arrangement or the purchase and sale of the business and assets of the CCAA Applicants.

11. Pursuant to a Sale Proposal (as defined in the SISP) submitted by Mantle to the Monitor, the CCAA Applicants entered into an amended and restated asset purchase agreement dated September 28, 2020, as amended October 2, 2020 (the “**Original APA**”), pursuant to which the CCAA Applicants were to sell and Mantle was to purchase certain assets of the CCAA Applicants and assume certain liabilities upon and subject to the terms and conditions set forth in the Original APA.
12. The transactions contemplated by the Original APA (the “**Original Transactions**”) were to be implemented the Original SAVO, the Original RVO, the Original Assignment Order, and the Original Sanction Order, which Original Sanction Order approved a plan of arrangement of JMB and Mantle under the CCAA and BC BCA (the “**Original Plan**”).
13. The Original Plan provided that, *inter alia*: (a) the Class A Common Shares of CARC were to be transferred to RLF Holdings for no consideration; (b) the Class B Common Shares of JBAS were to be redeemed for no consideration and cancelled; (c) Mantle was to assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price payable under the Original Purchase Agreement, and (d) JMB was to cease to be an applicant within the CCAA Proceedings.
14. On October 16, 2020, this Honourable Court granted the Original SAVO, the Original Assignment Order, the Original RVO and the Original Sanction Order.
15. Under the Original APA, the Original Transactions were conditional, *inter alia*, upon the AEP approving the transfers and assignments of (a) certain public lands dispositions of 216 to Mantle; (b) certain registrations in favour of JMB under the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 (the “**EPEA**”) to Mantle; (c) certain public lands dispositions of JMB to 216; and (d) certain registrations in favour of JMB under the EPEA to 216.
16. Mantle, JMB and 216 have been unable to obtain such approvals from the AEP.

17. In order to permit the acquisition by Mantle of the business and core assets of the CCAA Applicants to proceed, and given that such acquisition maximizes the benefits available to affected creditors, suppliers and customers of the CCAA Applicants, employees of the CCAA Applicants, communities in which the CCAA Applicants operate, and the environment, Mantle and the CCAA Applicants entered into the Amended Purchase Agreement to amend and restate the Original Purchase Agreement.
18. Under the Acquisition and Reorganization Transactions:
 - (a) ResidualCo, which was incorporated under the ABCA, would be added as an applicant in the CCAA Proceedings;
 - (b) the CCAA Applicants would retain all dispositions of public lands in which they have an interest;
 - (c) JMB would retain all registrations issued to it by the AEP under the EPEA together with other tangible assets the disposition of which would attract goods and services taxes;
 - (d) certain excluded assets and liabilities of the CCAA Applicants would be vested in ResidualCo; and
 - (e) the Amended Plan would be proposed to the Affected Creditors (as defined in the Amended Plan) to amend and restate the Original Plan and add 216 as a party that, together with JMB and Mantle, would be proposing the Amended Plan.
19. The Acquisition and Reorganization Transactions will be implemented pursuant to the Amended SAVO, the Amended RVO, the Amended Assignment Order, and the Amended Sanction Order.
20. The AEP Payment Arrears are unsecured debts owing by 216 to the AEP for the purposes of section 19(1) of the CCAA, and there are no funds available to pay unsecured creditors. However, the failure to pay AEP Payment Arrears permits the AEP or other Regulatory Bodies to exercise rights and remedies as against 216, including terminating the 216 Dispositions, refusing to permit the issuance of future Dispositions to 216, the confiscation

of security refundable to 216 once reclamation is completed, or the refusal to permit renewals, transfers or assignments of Dispositions. Further, upon the eventual amalgamation of 216 with Mantle and JMB, the AEP and other Regulatory Bodies will be able to exercise these remedies against the amalgamated corporation, and with respect to the JMB Royalty Registrations and Permits. Relief pursuant to section 11.1(3) and 11.1(4) of the CCAA is required to ensure that any steps that could be taken by a Regulatory Body in relation to or in respect of the AEP Payment Arrears against, in respect of or affecting in any way any Plan Applicant, 216 Disposition, JMB Disposition, JMB Royalty Registration or Permit, or any Disposition, Royalty Registration or Permit issued, transferred or assigned to a Plan Applicant from and after the Plan Implementation Date (as defined in the Amended Plan) are permanently stayed.

21. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

22. The pleadings and materials filed in the within proceedings;
23. Affidavit of Byron Levkulich sworn September 30, 2020, filed;
24. Affidavit of Byron Levkulich to be sworn March 4, 2021, filed concurrently with the within Application;
25. Confidential Affidavit of Byron Levkulich to be sworn March 4, 2021, filed concurrently with the within Application; and
26. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable Rules:

27. Rules 1.3, 1.4 and Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010.

Applicable Acts and regulations:

28. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, and this Honourable Court's equitable and statutory jurisdiction thereunder; and
29. Such further and other authority as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

30. None.

How this application is proposed to be heard or considered:

31. By Webex.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicants what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicants a reasonable time before the application is to be heard or considered.

APPENDIX "A"
(Webex instructions)

Virtual Courtroom 61 has been assigned for the following matter:

Date: Mar 05, 2021 10:00 AM

Style of Cause: 2001 05482 - JMB CRUSHING SYSTEMS INC v. COMPANIES CREDITORS ARRANGEMENT ACT

Presiding Justice: EIDSVIK, J

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom61>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, you must complete the undertaking located here:

<https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

SCHEDULE "A"
[Amended SAVO]

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.

DOCUMENT **AMENDED SALE APPROVAL AND 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
Attention: Tom Cumming/Caireen E. Hanert/Stephen Kroeger
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caireen.hanert@gowlingwlg.com / stephen.kroeger@gowlingwlg.com

DATE ON WHICH ORDER WAS PRONOUNCED: March 5, 2021

LOCATION OF HEARING OR TRIAL: Calgary Court House

NAME OF JUDGE 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 together with JMB, the "**Vendors**") and Mantle Materials Group, Ltd. (the "**Purchaser**") for an Order amending and restating the Order (Amended and Restated Mantle Sale Approval Order) pronounced October 16, 2020 (the "**Original SAVO**"), which is being applied for pursuant to the amended and restated purchase agreement dated March ●, 2021

(the “**Amended Purchase Agreement**”) between JMB, 216 and the Purchaser, attached as Confidential Appendix “●” (the “**Confidential Appendix**”) to 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 February ●, 2021 and the affidavit of ● sworn ●, 2021 in support of the Application, filed; (c) the Thirteenth Report of the Monitor, filed; (d) the fourteenth report of 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 Original SAVO, approving the original amended and restated asset purchase agreement dated September 28, 2020 between the Vendors and the Purchaser, which agreement was amended and restated by the Amended Purchase Agreement, filed; (iii) the 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**”), 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 the Purchaser 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 “**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 (the “**Amended RVO**”) amending and restating the Original RVO, vesting the Excluded ResidualCo Assets and Excluded Liabilities in 2324159 Alberta Inc. (“**ResidualCo**”); (b) an Order (the “**Amended Assignment Order**”) amending and restating the Original Assignment Order, deleting certain agreements therefrom; and (c) an Order (the “**Amended Sanction Order**”) amending and restating the Original Sanction Order and sanctioning an amended and restated joint plan of arrangement (the “**Amended Plan**”) of the Vendors and Purchaser under the CCAA and BCA;

AND UPON HEARING the submissions of counsel for the Vendors, the Monitor, and for any other parties who may be present; **AND UPON NOTING** no objections from others who were served; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service of Application Materials

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. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in the Amended Purchase Agreement.

Approval of the Acquisition and Reorganization Transactions

3. The Acquisition and Reorganization Transactions are hereby approved and execution by the Vendors of the Amended Purchase Agreement is hereby authorized, ratified, confirmed, and approved, with such minor amendments as the Vendors (with the written consent of the Monitor) and the Purchaser may agree to. The Monitor and the Vendors are hereby authorized and directed to take such additional steps and the Vendors are hereby authorized and empowered to execute such additional documents as may be necessary or desirable for the completion of the Acquisition and Reorganization Transactions or for the conveyance of the property and assets of the Vendors referred to in the Amended Purchase Agreement as Acquired Assets other than any Restricted Agreements and more particularly listed or referred to on **Schedule “B”** to this Order (collectively, the “**Transferred Assets**”) to the Purchaser, in accordance with the terms and conditions of the Amended Purchase Agreement.

Vesting of Transferred Assets

4. Upon the delivery of a Monitor’s certificate to the Purchaser, substantially in the form set out in **Schedule “A”** hereto (the “**Monitor’s Certificate**”) all of the Vendors’ right, title, and interest in and to the Transferred Assets shall vest absolutely, exclusively, and entirely in the name of the Purchaser and shall be free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, options, 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 (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order;
- (b) 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 personal property registry system; or (ii) the *Land Titles Act*, RSA 2000, c L-7 (the “**Land Titles Act**”);
- (c) any liens or claims of lien under the *Builders’ Lien Act*, RSA 2000, c B-7; and,
- (d) those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the “**Transferred Assets Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “D”** hereto (collectively, “**Permitted Encumbrances**”));

and for greater certainty, this Court orders that all Claims affecting or relating to the Transferred Assets are hereby expunged, discharged and terminated as against the Transferred Assets.

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 including those referred to in this paragraph (collectively, “**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, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Transferred Assets, subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles (“**Land Titles Registrar**”) for the lands defined below shall and is hereby authorized, requested, and directed to forthwith discharge and expunge the Transferred Assets Encumbrances listed in **Schedule “C”** to this Order and discharge and expunge any Claims including Transferred Assets Encumbrances (but excluding Permitted Encumbrances) that may be registered after the date of the Amended Purchase Agreement against Transferred Assets; and
- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendors in

any of the Transferred Assets, 216 Retained Assets or JMB Retained Assets that are of a kind prescribed by applicable regulations as serial-number goods, including, but not limited to, those set out in **Schedule “●”** hereto.

6. In order to effect the transfers and discharges described 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 and the Amended Purchase Agreement. 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 and cancel and discharge registrations against any of the Transferred Assets of any Claims, including the Transferred Assets Encumbrances, but excluding the Permitted Encumbrances.
7. 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 SISP order, the Amended Purchase Agreement, 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.
8. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Transferred Assets, 216 Retained Assets and JMB Retained Assets is required for the due execution, delivery, and performance by the Vendors of the Amended Purchase Agreement.
9. Upon delivery of the Monitor’s Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act* and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all affidavits of corporate signing authority submitted by the Vendors.
10. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Transferred Assets shall stand in the place and stead of the Transferred Assets from and after delivery of the Monitor’s Certificate, and shall be in accordance with the Amended RVO included in the Excluded ResidualCo Assets and subject to the Remaining ATB Debt, the Remaining Fiera Debt and the Security Interests created by the ATB Loan and Security Documents and the Fiera Loan and Security Documents, and all Claims including the Transferred Assets Encumbrances (but excluding the Permitted Encumbrances) shall not attach to, encumber, or otherwise form a charge,

security interest, lien, or other Claim against the Transferred Assets and may be asserted against the net proceeds from sale of the Transferred Assets with the same priority as they had with respect to the Transferred Assets immediately prior to the sale, as if the Transferred Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

11. Except as expressly provided for in the Amended Purchase Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchase (and its nominee) shall not, by completion of the Acquisition and Reorganization Transactions, have liability of any kind whatsoever in respect of any Claims against the Vendors or ResidualCo.
12. Upon completion of the Acquisition and Reorganization Transactions, the Vendors and all persons who claim by, through or under the Vendors in respect of the Transferred Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Transferred Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Transferred Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Transferred Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Transferred Assets, they shall forthwith deliver possession thereof to the Purchaser.
13. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Transferred Assets for its own use and benefit without any interference of or by the Vendors, or any person claiming by, through or against the Vendors.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Vendors and the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Vendors were entitled.

15. Immediately upon closing of the Acquisition and Reorganization Transactions, holders of Permitted Encumbrances shall have no claim whatsoever against the Vendors, ResidualCo or the Monitor.
16. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser.
17. The Monitor may rely on written notice or correspondence from the Vendors and the Purchaser, or their respective counsel, regarding the fulfillment of conditions to closing under the Amended Purchase Agreement and shall incur no liability with respect to the delivery of the Monitor's Certificate.

Effective Time

18. 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

19. For greater certainty, notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), in respect of the Vendors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Vendors; and
 - (d) the provisions of any federal or provincial statute,

the vesting of the Transferred Assets in the Purchaser in accordance with this Order and the Amended Purchase Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors or ResidualCo and shall not be void or voidable by creditors of the Vendors or 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.

20. Notwithstanding any other provisions of this Order, the Vendors or ResidualCo, as applicable, shall continue to be entitled to exercise all rights to set-off (or any other contractual rights) and apply any and all post-filing amounts that the Vendors or ResidualCo owe or may come to owe to any party, as the case may be, as against any amounts that are owed by such party to the Vendors or ResidualCo.

Advice and Directions

21. The Vendors, the Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order, the interpretation of this Order or the implementation thereof, to assist and aid the parties in closing the Acquisition and Reorganization Transactions, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.

Aid and Recognition

22. 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 Vendors, the Purchaser, the Monitor, and their 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 Vendors, to the Purchaser and 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 Vendors, the Purchaser the Monitor, and their agents in carrying out the terms of this Order.

Service

23. 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;
- (b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/jmb/default.htm>; and,
- (c) Posting a copy of the Order to CaseLines Filesite in accordance with the CaseLines Service Order granted on May 29, 2020,

and service on any other person is hereby dispensed with.

24. 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" TO THE ORDER
(Amended Sale Approval and Vesting Order)**

MONITOR'S CERTIFICATE

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.

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Tel: 403-260-3531 / 3536
Fax: 403-260-3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

RECITALS

1. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated May 1, 2020, as subsequently amended and restated on May 11, 2020, FTI Consulting Canada Inc., was appointed as the monitor (the "**Monitor**") of JMB Crushing Systems Inc. and 2161889 Alberta Ltd. (collectively, the "**Vendors**").

2. Pursuant to an Order of the Court, dated March 5, 2021 (the “**Amended Sale Approval Order**”), the Court approved the Amended and Restated Purchase Agreement dated ●, 2021 (the “**Amended Purchase Agreement**”), between the Vendors, as vendors, and Mantle Materials Group Ltd. (the “**Purchaser**”), as purchaser, and provided for the vesting in the Purchaser of the Vendors’ right, title, and interest in and to the Transferred Assets, which vesting is to be effective with respect to the Transferred Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Transferred Assets; (ii) that all conditions to the closing of the Amended Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser; and, (iii) the Acquisition and Reorganization Transactions have been completed to the satisfaction of the Monitor.
3. Unless otherwise indicated herein, all capitalized terms have the meanings set out in the Amended Sale Approval Order.

THE MONITOR CERTIFIES the following:

- (a) The Purchaser has paid and the Monitor has received the Purchase Price for the Transferred Assets, in accordance with and as contemplated by the terms of the Amended Purchase Agreement;
- (b) The conditions to the closing of the Amended Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser; and
- (c) The Acquisition and Reorganization Transactions have been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at [Time] on [Date].

FTI CONSULTING CANADA INC., in its capacity as the monitor of **JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.**, and not in its personal or corporate capacity.

Per: _____
Name:
Title:

**SCHEDULE "B" TO THE ORDER
(Sale Approval and Vesting Order)**

TRANSFERRED ASSETS

**SCHEDULE "C" TO THE ORDER
(Sale Approval and Vesting Order)**

ENCUMBRANCES

Encumbrances Registered against Certificates of Title:

I. JMB Active Royalty Lands

(a) Shankowski Royalty Agreement

Short Form Legal Description: SW 21-56-7-W4

Linc: 0037 711 538

Long Form Legal Description:

First

Meridian 4 Range 7 Township 56

Section 21

Quarter North West

Containing 64.7 Hectares (160) Acres more or less

Excepting thereout:	Hectares	(Acres) more or less
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A) Plan 1722948 -	Road	0.417	1.03
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Excepting thereout all mines and minerals and the right to work the same

Second

Meridian 4 Range 7 Township 56

Section 21

Quarter South West

Containing 64.7 Hectares (160) Acres more or less

Excepting thereout:	Hectares	(Acres) more or less
---------------------	----------	----------------------

A) Plan 1722948 - Road 0.417 1.03

Excepting thereout all mines and minerals and the right to work the same

Title Number	Registration Number	Date (D/M/Y)	Particulars
172 269 783 +5	202 104 972	13/05/2020	Builder's Lien Lienor – J.R. Paine & Associates Ltd. C/O Scott Law 17505 106 Ave Edmonton Alberta T5S1E7 Agent – John Schroder Amount: \$64,207
	202 106 447	15/05/2020	Builder's Lien Lienor – Rbee Aggregate Consulting Ltd. C/O Putnam & Lawson 9702-100 Street Morinville Alberta T8R1G3 Agent – Maxwell C Putnam Amount: \$1,270,791

(b) Andrychuk Royalty Agreement

Short Form Legal Description: SW 15-57-14-W4

Long Form Legal Description:

Meridian 4 Range 14 Township 57
Section 15
All that portion of the South West Quarter
Lying to the west of the right bank of the North Saskatchewan River

As shown on a Plan of Survey of the said Township dated 6 October 1913
 containing 64.462 hectares (159.40 acres) more or less
 excepting thereout: 0.19 of an acre more or less
 as shown on Road Plan 2915ET
 Excepting thereout all mines and minerals

Title Number	Registration Number	Date (D/M/Y)	Particulars
N/A	N/A	N/A	No Encumbrances

(c) Havener Royalty Agreement

Short Form Legal Description: NW 16-56-7-W4

Linc: 0037 711 496

Long Form Legal Description:

Meridian 4 Range 7 Township 56
 Section 16
 Quarter North West
 Containing 64.7 hectares (160) acres more or less
 Excepting thereout: hectares (acres) more or less

A) Plan 4286BM - Road 0.0004 0.001

B) All that portion commencing at the south west corner of the said quarter section; thence easterly along the south boundary 110 metres; thence northerly and parallel to the west boundary of the said quarter 110 metres; thence westerly and parallel to the said south boundary to a point on the west boundary; thence southerly along the said west boundary to the point of commencement containing

1.21 3.00

C) Plan 1722948 - Road 0.360 0.89

Excepting thereout all mines and minerals

Title Number	Registration Number	Date (D/M/Y)	Particulars
172 269 783 +2	002 170 374	20/06/2000	Caveat Re: Royalty Agreement Caveator – JMB Crushing Systems Ltd. Po Box 478 Elk Point Alberta T0A1A0
	202 104 972	13/05/2020	Builder's Lien Lienor – J.R. Paine & Associates Ltd. C/o Scott Law 17505 106 Ave Edmonton Alberta T5S 1E7 Agent – John Schroder Amount: \$64,207
	202 106 449	15/05/2020	Builder's Lien Lienor – RBEE Aggregate Consulting Ltd. c/o Putnam & Lawson 9702-100 Street Morinville Alberta T8R 1G3 Agent – Maxwell C Putnam Amount: \$1,270,791

**SCHEDULE “D” TO THE ORDER
(Sale Approval and Vesting Order)**

PERMITTED ENCUMBRANCES

1. The terms and conditions of the JMB Active Royalty Agreements, including any depth limitations or similar limitations that may be set forth therein and any liens or security interests reserved therein for royalty, bonus or rental, or for compliance with the terms thereof;
2. Inchoate Liens incurred or created as security in favour of any Person with respect to a Vendor’s share of costs and expenses for the extraction, processing or hauling of Aggregates which are not due or delinquent as of are adjusted to the date of Closing;
3. Defects or irregularities of title which are waived by the Purchaser;
4. Easements, rights of way, servitudes or other similar rights on, over, or in respect of any of the Transferred Acquired Assets, including rights of way for highways and other roads, railways, sewers, drains, pipelines, gas or water mains, power, telephone or cable television towers, poles and wires;
5. Applicable Laws and any rights reserved to or vested in any Government Authority to levy taxes, require periodic payment of rentals, fees or other amounts or otherwise to control or regulate any of the Transferred Assets in any manner, including (a) any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Acquired Asset in any manner including to purchase, condemn, expropriate, or recapture any Acquired Asset, and (b) any requirements to obtain the consent or approval of, or to submit notices or filings with, or other actions by, Governmental Authorities in connection with the transfer of the Permits;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Transferred Assets or interests therein;
7. Liens granted in the ordinary course of business to a public utility, municipality or governmental authority respecting operations pertaining to any of the Transferred Assets for which any required payments are not delinquent or are adjusted as of the Closing;
8. Undetermined or inchoate securing taxes not yet due and payable that are adjusted as of the Closing;

9. Security Interest in favour of ATB against the Tranche B Inventory;
10. Security Interests in favour of Fiera against the Transferred Assets;
11. Security interests in favour of Canadian Western Bank under and pursuant to the CWB Agreement (as defined in the Amended Purchase Agreement); and,
12. All encumbrances, claims, Liens, registrations, interests and instruments, as set out below in this Schedule "C" hereto.

Alberta Personal Property Registry Permitted Encumbrances in favour of Fiera

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.
2001	Travco	Travco 12'x56' 5-Unit Wel	1256110534, 1256110533, 1256110532, 1256110531, 1256110530	18062002625
2007	Bold Developments	Bold Developments 12'x56'	T06012	18062002625
2007	Arctic	Arctic 10' x 30' Tri-Axle	2GRTV30T975073015	18062002625
2007	Arctic	Arctic 10' x 30' Tri-Axle	2GRN30T075070316	18062002625
2007	Britco	Britco 12'x62' 6-Sleeper	070663	18062002625
2007	Britco	Britco 12'x62' 6-Sleeper	070668	18062002625
2007	Britco	Britco 12'x62' 6-Sleeper	070669	18062002625
2015	Stratis	Stratis 2500 gallon Water	S0SWS035	18062002625
2014	Komatsu	HM400-3	3384	18062002625
2014	Komatsu	HM400-3	3578	18062002625
2014	Komatsu	HM400-3	3420	18062002625
2006	Volvo	L180E	L180EV8273	18062002625
2008	Caterpillar	988H	CAT0988HCBXY02382	18062002625
2006	Volvo	L180E	L180EV8379	18062002625
1999	Komatsu	WA450-3	53372	18062002625
2013	Caterpillar	988H	CAT0988HABXY05172	18062002625
2012	Caterpillar	246C	CAT0246CJJAY07005	18062002625
2012	Caterpillar	246C	CAT0246CVJAY08691	18062002625
2013	Volvo	L220G	VCEL220GC00012444	18062002625
2013	Volvo	L220G	VCEL220GA00012852	18062002625
2009	Volvo	L220F	VCEL220FP00006937	18062002625
2004	Caterpillar	D6N LGP	ALY01814	18062002625
2005	Daewoo	Solar 470LC-V	1357	18062002625
1996	Hitachi	EX55UR	1BG02075	18062002625
2012	Caterpillar	345D	CAT0345DJEEH01226	18062002625
2009	Caterpillar	160M	CAT0160MAB9E00358	18062002625
2001	Toyota	7FGU30	61607	18062002625
2001	Caterpillar	535B	AAE00408	18062002625
2014	Wacker	G100	20278208	18062002625
2006	Terex Amida	AL5200D-4MH	G0F24939	18062002625
2014	Wacker	LTW20	20239723	18062002625
2014	Wacker	LTW20	20239727	18062002625
2014	Wacker	LTW20	20241937	18062002625
2004	Precision		1420500044	18062002625
2015	Precision	100-Ton Truck S	15-589	18062002625
1980	Midland	Midland 48' Tandem-Axle V	2ATD10186AM110007	18062002625

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.
1979	Fruehauf	28 crusher wat	DXV180718	18062002625
1999	Manac	Super B Tri-Axle	2M5931033X1062925	18062002625 (Block 136)
1999	Manac	Super B	2M5931033X1062925	18062002625 (Block 229)
1997	Great Dane	7911TJW-53	1GRAA0625VB117102	18062002625
2004	Detroit Diesel	Series 60	6R753345	18062002625
2013	MTU Onsite Energy	DP550D65-AH1484	366258101013	18062002625
1998	Stamford	60-kW Portable D	E980749726	18062002625
2004	Elrus	25YD3 SB	M3461ER04SB	18062002625
2008	Kolberg-Pioneer	L3-36125	407136	18062002625
2006	Powerscreen	36"x80' Porta	6002232	18062002625
2008	Kolberg-Pioneer	36"x70' P	408560	18062002625
2004	Elrus	36"x60' Portable Be	M3445ER04PC	18062002625
2004	Elrus	36X60FT-PC	M3446ER04PC	18062002625
1999	Elrus	2434	ER99PC1524	18062002625
2014	Tyalta	42"x60' Transfer B	144260350	18062002625
2010	CEC	30"X60' Portable Belt	30600606J	18062002625
2011	Clemro Industries, Ltd.	7X20-3D	16824471	18062002625
2006	Fabtec	6'x20' Portable Sc	P620332506	18062002625
2004	Elrus	6X20-3D SC	M3490ER04SC	18062002625
2002	Elrus	M2943 2236	M2943ER02JP	18062002625
2011	Clemro Industries, Ltd.		16794599	18062002625
2008	Dodge	Ram 2500HD	3D7KS29D78G155808	18062002625
2008	Ford	F350 Super Duty XL	1FTWW31568ED84921	18062002625
2008	Ford	F350 Super Duty XLT	1FTWW31598EE44965	18062002625
2012	Ford	F250 Super Duty XLT	1FT7W2B69CEB71377	18062002625
2012	Ford	F250 Super Duty XLT	1FT7W2B61CEB76184	18062002625
2012	Ford	F150 XLT	1FTFW1EF2CFA97764	18062002625
2012	Ford	F150 XLT	1FTFW1EF0CFA97763	18062002625
2012	Ford	F350 Super Duty	1FT8W3B60CEA94375	18062002625
2012	Ford	F350 Super Duty	1FT8W3B60CEB56034	18062002625
2008	Kenworth	T800	1NKDL40X68J936318	18062002625
2008	Kenworth	T800	1NKDL40X88J936319	18062002625
2008	Peterbilt	367	1NPTX4EX48D737575	18062002625
2009	Peterbilt	367	1NPTL40X19D778993	18062002625
2009	Kenworth	T800	1XKDP40X49R941482	18062002625
2009	Peterbilt	367	1XPTP40X79D789572	18062002625
2007	International	4200 SBA	1HTMPAFM67H406957	18062002625
2007	Western Star	4900SA	5KKXAM0067PX64941	18062002625
2013	Peterbilt	337	2NP2HN8X1DM205263	18062002625
2015	Peterbilt	567	1XPCDP0X6FD284564	18062002625
2015	Peterbilt	567	1XPCDP0X8FD284565	18062002625

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.
2015	Peterbilt	563 Tandem Axel	1XPCDP0XXFD284566	18062002625
2015	Peterbilt	564 Tandem Axel	1XPCDP0X1FD284567	18062002625
2015	Peterbilt	565 Tandem Axel	1XPCDP0X3FD284568	18062002625
2015	Peterbilt	566 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 185)
2015	Peterbilt	568 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 187)
2015	Peterbilt	569 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 188)
2015	Peterbilt	570 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 189)
2015	Peterbilt	Arnes Tri-Axle	1XPCDP0X5FD284569	18062002625 (Block 190)
2015	Peterbilt	567 Tandem Axel	1XPCDP0X1FD284570	18062002625
2013	Peterbilt	367	1XPTP4TX9DD184358	18062002625
2013	Peterbilt	367	1XPTD40X6DD197601	18062002625
2014	Peterbilt	348	2NP3LJ0X2EM242007	18062002625
1996	Arrow	Arrow Jeep	259CSCB2XT1073252	18062002625
1994	Arnes	Arnes Jeep	AR804203	18062002625
2000	Decap	Super B	2D9D54C37YL017498	18062002625
2000	Decap	Super B	2D9DS2B31YL017499	18062002625
2006	Arnes	Arnes Pup	2A92142466A003242	18062002625
2006	Decap	Super B	2D9DS4C476L017782	18062002625
2006	Decap	Super B	2D9DS2B326L017783	18062002625
2006	Decap	Super B	2D9DS4C406L017784	18062002625
2006	Decap	Super B	2D9DS2B366L017785	18062002625
2006	Decap	Super B	2D9DS4C446L017786	18062002625
2006	Decap	Super B	2D9DS2B3X6L017787	18062002625
2007	Arnes	Tri-Axle	2A90737307A003528	18062002625
2008	Arnes		2A92142498A003884	18062002625
2008	Arnes	Quad-Axle	2A92142408A003885	18062002625
2009	Arnes	Tri-Axle End Dump T	2A90737359A003298	18062002625
2009	Arnes	Tri-Axle End Dump T	2A90737379A003299	18062002625
2009	Arnes	Tri-Axle End Dump T	2A907373X9A003300	18062002625
2009	Arnes	Tri-Axle End Dump T	2A90737319A003301	18062002625
2009	Arnes	Tri-Axle End Dump T	2A90737339A003302	18062002625
2009	Arnes	Quad-Axle End Dump	2A92142499A003238	18062002625
1999	Argo	8' x 21' Tandem-Axl	2AABDE821X1000122	18062002625
2008	Doepker	Tri-Axle End Dump	2DEGEDZ3381023677	18062002625
2006	Doepker		2DESNSZ3161018845	18062002625
2015	Arnes	Tri-Axle	2A9073731FA003598	18062002625
2015	Arnes	Tri-Axle	2A9074131FA003583	18062002625
2015	Arnes	Tri-Axle	2A9073732FA003576	18062002625
2015	Arnes	Tri-Axle	2A9073738FA003596	18062002625

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.
2015	Arnes	Tri-Axle	2A907373XFA003597	18062002625
2015	Arnes	Tri-Axle	2A9073733FA003599	18062002625
2013	Arnes	40-Ton Tri-Axle	2A9125335DA003461	18062002625
2013	Lode King	SDS53-3	2LDSD5331DS055478	18062002625
2015	Arnes	50-Ton Tri-Axle	2A9105630FA003016	18062002625
1980	Willock	Single-Axle Float	2ATA06238AM107038	18062002625
1999	Manac	Tandem-Axle	2M5920884X1062932	18062002625
2007	Dodge	Ram 3500HD	3D7MX48A27G781634	18062002625
2008	Ford	F350 Super Duty XLT	1FTWW31518EE16691	18062002625
2008	Ford	F350 Super Duty XLT	1FTWW31598ED98117	18062002625
2008	Ford	F350 Super Duty XLT	1FTWW31538EE44962	18062002625
2012	Dodge	Ram 2500 SLT	3C6TD5JT2CG113379	18062002625

Permitted Encumbrances Registered against Certificates of Title:

I. JMB Active Royalty Lands

(a) Shankowski Royalty Agreement

Short Form Legal Description: SW 21-56-7-W4

Linc: 0037 711 538

Title No.: 172 269 783 +5

Registration Number	Date (D/M/Y)	Particulars
862 021 825	30/01/1986	Utility Right Of Way Grantee – Alberta Power Limited As to portion or Plan: 4286BM
972 235 435	08/08/1997	Caveat Re: Right Of Way Agreement Caveator – Canadian Natural Resources Limited. Box 6926, Station “D” Calgary, Alberta T2P 2G1 Agent – Donna Fellows Affected Land: 4;7;56;21;SW (Data Updated by: Change of Name 042462560)

(b) Andrychuk Royalty Agreement

Short Form Legal Description: SW 15-57-14-W4

Title No.: 202 076 980 +1

Linc: 0023 553 580

Registration Number	Date (D/M/Y)	Particulars
762 127 955	19/07/1976	Utility Right of Way Grantee – The County of Two Hills No. 21.

(c) Havener Royalty Agreement

Short Form Legal Description: NW 16-56-7-W4

Title No.: 172 269 783 +2

Linc: 0037 711 496

Registration Number	Date (D/M/Y)	Particulars
882 162 859	19/07/1988	Caveat Re: Easement Caveator – Jimmy David Yarmuch Box 645 Elk Point, Alberta T0A1A0 (Data Updated By: Transfer Of Caveat 012383325)
972 003 876	06/01/1997	Caveat Re: Surface Lease Caveator: Canadian Natural Resources Limited Box 6926, Station “D” Calgary, Alberta T2P2G1 Agent – Donna Fellows (Data Updated By: Change Of Name 042462572)
972 229 534	05/08/1997	Utility Right Of Way Grantee – Canadian Natural Resources Limited Box 6926, Station “D” Calgary, Alberta T2P2G1 (Data Updated By: Change Of Name 042463878)

SCHEDULE "B"
[Amended RVO]

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.

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 5, 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. (“**Mantle**”, and collectively with JMB and 216, the “**Plan Parties**”, and individually, a “**Plan Party**”) 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 “●” (the “**Confidential Exhibit**”) to the Affidavit of Byron Levkulich sworn March 4, 2021 (the “**Confidential Affidavit**”); 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 and the Confidential Affidavit, filed; (c) 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; (d) 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, 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, 215, the Monitor, Mantle, and any other parties who may be present; **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**”, “**Applicable Law**”, “**Assumed Liabilities**”, “**Bonnyville Lands**”, “**Contract**”, “**Edmonton Lease**”, “**Employees**”, “**Governmental Authorities**”, “**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) “**216 Disposition Lands**” means the lands subject to one or more 216 Dispositions;
- (b) “**216 Dispositions**” means the Dispositions listed on **Schedule “A”** to this Order under the heading “**216 Dispositions**”;
- (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;
- (d) “**AEP**” means Alberta Environment and Parks and the MEP;
- (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;
- (f) “**Aggregate**” is defined in the Amended Purchase Agreement;

- (g) “**ATB**” means ATB Financial;
- (h) “**CCAA Proceedings**” means the proceedings commenced on application by the Applicants under the CCAA pursuant to the Initial Order;
- (i) “**Disposition**” means a disposition of land of the Crown in right of Alberta under the *Public Lands Act*, RSA 2000, Ch. P-40 and the regulations thereunder;
- (j) “**Eastside**” means Eastside Rock Products, Inc.;
- (k) “**Effective Time**” has the meaning given to it in the Plan;
- (l) “**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;
- (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;
- (n) “**Excluded Inventory**” means (i) 10,201.82 tonnes of Inventory currently located on the Bonnyville Lands which according to the records of JMB was transferred from another property; (ii) 4,415 tonnes of Inventory categorized as 14 mm 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 JMB; and (iii) the Inventory on the lands subject to the Kalinko Operating Agreement;
- (o) “**Excluded Liabilities**” means all Liabilities of JMB and 216 other than the Assumed Liabilities;
- (p) “**Excluded Real Property**” means is defined in paragraph **Error! Reference source not found.** of this Order;
- (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;
- (r) “**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;
- (s) “**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 “B”** to this Order;
- (t) “**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 “C”** to this Order;
- (u) “**Filing Date**” means May 1, 2020;
- (v) “**JMB Active Royalty Agreements**” means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Active Royalty Agreements”;
- (w) “**JMB Active Royalty Lands**” means the lands subject to one or more JMB Active Royalty Agreements;
- (x) “**JMB Disposition Lands**” means the lands subject to one or more Dispositions;
- (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;

- (z) “**JMB Inactive Royalty Agreements**” means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Inactive Royalty Agreements”;
- (aa) “**JMB Inactive Royalty Lands**” means the lands subject to one or more JMB Inactive Royalty Agreements;
- (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 Registrations and other JMB Permits;
- (cc) “**JMB Royalty Registration**” means a registration held by JMB under the EPEA in respect of the Aggregate Pits located on the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;
- (dd) “**Landowner**” means any Person that owns or leases the surface title to JMB Inactive Royalty Lands;

- (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;
- (ff) “**MEP**” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Environment and Parks;
- (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;
- (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;
- (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) “**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;
- (ll) “**PMSI Property**” means the personal property listed on **Schedule “D”** to this Order;
- (mm) “**Reclamation Obligations**” means the 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;

- (nn) **“Reclamation Plans”** means, collectively, the written reclamation plans provided by JMB and 216 to the AEP to address the Reclamation Obligations associated with the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands 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;
- (oo) **“Reclamation Security”** means security for Reclamation Obligations granted or delivered to the MEP pursuant to the JMB Royalty Registrations in accordance with the EPEA;
- (pp) **“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;
- (qq) **“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;
- (rr) **“Regulatory Legislation”** means the EPEA, 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;
- (ss) **“Remaining ATB Debt”** is defined in the Amended Purchase Agreement;
- (tt) **“Remaining Fiera Debt”** is defined in the Amended Purchase Agreement;
- (uu) **“ResidualCo”** means 2324159 Alberta Inc.;
- (vv) **“Royalty Agreement”** is defined in the Amended Purchase Agreement; and
- (ww) **“Royalty Registration”** means a registration contemplated by section 3.1 of the *Code of Practice for Pits* under the EPEA.

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 all of JMB’s right, title and interest in and to the Fiera Eastside Equipment in and 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 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.

15. This Court hereby declares that:

- (a) the AEP Payment Arrears are 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; 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 Regulatory Body in respect of AEP Payment Arrears shall be an Excluded Creditor.

16. Subject to paragraph 17 of this Order, from and after the Effective Time, except with the leave of this Court on notice to JMB, 215 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 Registration or Permit, or any Disposition, Royalty Registration or Permit issued, transferred or assigned to a Plan Party hereafter, in respect of the AEP Payment Arrears are hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such right or remedy in respect of the AEP Payment Arrears against, in respect of or affecting in any way any Plan Party, 216 Disposition, JMB Disposition, JMB Royalty Registration or Permit, or any Disposition, Royalty 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):
- (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
- (ii) no Regulatory Body shall terminate, rescind or refuse to renew in JMB, 216 or Mantle any 216 Disposition, JMB Disposition, JMB Royalty Registration or Permit, refuse to grant new Disposition, Royalty Registration or Permit to a Plan Party, refuse to consent to the transfer or assignment to a Plan Party of any Disposition, Royalty 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, Royalty Registrations or Permits, or under any Regulatory Legislation, for or 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 Amended RVO that would have entitled such Regulatory Body to enforce those rights or remedies;
- (B) JMB and 216 having sought or obtained relief under the CCAA or BC BCA or as part of the Amended Plan;

- (C) any default or event of default arising as a result of the financial condition or insolvency of JMB or 216;
- (D) the effect upon JMB or 216 of the completion of any of the Acquisition and Reorganization Transactions; or
- (E) the vesting in and assumption by ResidualCo of the AEP Payment Arrears and any failure of ResidualCo to pay the AEP Payment Arrears.

17. Notwithstanding paragraph 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 16(b)(ii)(A) to (E) of this Order; or
 - (c) exempt a Plan Party from compliance with the Regulatory Legislation and the Reclamation Plans, other than relating to the matters described in paragraphs 16(b)(ii)(A) to (E) of this Order.
18. Paragraph 15 and 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 the AEP, provided that in the event that Northridge 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.
19. From and after the Effective Time, the Reclamation Plans, with such changes as are agreed to by the AEP and 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 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) the AEP is unable or unwilling to obtain such access upon written request by JMB,

the obligations of 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 18 of this Order, and the AEP shall terminate the JMB Royalty Registration relating to such JMB Inactive Royalty Land.

20. The payment of the Reclamation Security to the AEP pursuant to paragraph 18 of this Order shall be without prejudice to 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.

Authorization of Monitor

21. 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 SISP, the Amended Purchase Agreement, the Amended SAVO, the Amended Sanction Order, the 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

22. 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

23. 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

- 24. 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 ResidualCo together with, until the Effective Time, JMB and 216.
- 25. Following the Effective Time, the style of cause of these CCAA Proceedings 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

- 26. The CCAA Applicants, the Monitor, Mantle and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the transaction.

Aid and Recognition

- 27. 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

28. 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.

29. 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.

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

1. 216 Dispositions

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

- (l) Department Licence of Occupation 170011 in favour of 216 located within SE-13-65-18-W4M and SW-13-65-18-W4M.

2. JMB Dispositions

- (m) Surface Material Lease No. 120027 in favour of JMB located within SW-30-63-08-W4M.
- (n) Surface Material Lease No. 930040 in favour of JMB located within SE-23-61-07-W4M.
- (o) Surface Material Lease 980116 in favour of JMB located within SW-21-63-12-W4M.
- (p) Department Miscellaneous Lease 120032 in favour of JMB located within NW-20-74-8-W4M.
- (q) 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.
- (r) Surface Materials Exploration 200009 in favour of JMB located within NE-30-81-6-W4M, NE-31-81-6-W4M, SE-31-81-6-W4M, and SW-31-81-6-W4M.

3. JMB Active Royalty Agreements

- (s) 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.
- (t) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge in respect of the Aggregate Pit referred to as Oberg for which Lafarge had registration number 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres.
- (u) Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA as registration no. 308161-00-00.

- (v) Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA as registration no. 17395-01-00
- (w) Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

4. JMB Inactive Royalty Agreements

- (x) 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 JMB Royalty Registration 15048-03-02.
- (y) 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 JMB Royalty Registration 306490-00-00.
- (z) 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 JMB Royalty Registration 293051-00-00.
- (aa) 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 JMB Royalty Registration 149949-00-00.
- (bb) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed Okane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4, but excluding JMB Royalty Registration 263318-00-00.

Schedule "B"
Fiera Disposed Equipment

JMB Asset No.	Description	Serial No.
WP001	Global 6GSTAP 6" Diesel Trash Pump	1496808
CY002	2008 Kolberg/Pioneer 36"X150' telescopic radial super stacker	409329
CY003	70' Portable belt conveyor - 2010 Kolberg-Pioneer	47-3670S
CY004	70' Portable belt conveyor - 2010 Kolberg-Pioneer	
CY005	70' Portable stacking belt conveyor - 2010 Kolberg-Pioneer	
DZ001	Crawler dozer - 1998 Caterpillar D8R	
PV200	Control van trailer - 2010 Wabash	
SS200	Initial Supplies to build splitter bin - fab from scratch	
CC201	Portable cone crusher - 2001 Svedala H-6000	SW5873
TF001	Dozer trap feeder - 1999 Red Deer Industries	RD1BF99000010
	2004 Elrus H4800 Portable Cone Crusher	M3314ER04CC

Schedule "C"
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”
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

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	85680
				Wheel Loader C/W 5.5 CYD GP Bucket	
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

SCHEDULE "C"
[Amended Assignment Order]

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 2161889 ALBERTA LTD.

DOCUMENT **AMENDING ORDER**

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

DATE ON WHICH ORDER WAS PRONOUNCED: March 5, 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 of JMB Crushing Systems Inc. and 2161889 Alberta Ltd. (collectively, the “**Applicants**”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) and pursuant to the Amended and Restated Asset Purchase Agreement dated September 28, 2020 (the “**APA**”) between the Applicants and Mantle Materials

Group, Ltd. (“**Mantle**”) for an order (this “**Order**”), *inter alia*, assigning to Mantle the rights and obligations of the Applicants under and to the Restricted Agreements (as defined below) and any Additional Restricted Agreements (as defined below); **AND UPON** having read the Application, the Affidavit of Byron Levkulich sworn September 29, 2020, and the Seventh Report of FTI Consulting Canada Inc., the Court-appointed Monitor of the Applicants (in such capacity, the “**Monitor**”), all to be filed, and the pleadings and proceedings in this Action, including the Initial Order granted in the within proceedings on May 1, 2020 (the “**Filing Date**”), which was amended and restated on May 11, 2020, filed; **AND UPON** having heard the application by the Monitor for an order approving the sale transaction contemplated by the APA (the “**SAVO**”); **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor and counsel for those parties present;

IT IS HEREBY ORDERED THAT:

Service

1. Service of this Application and supporting materials is hereby deemed to be good and sufficient, the time for notice is hereby abridged to the time provided, this application is properly returnable today, and no other person other than those listed on the service list attached as an exhibit to the Service Affidavit are entitled to service of is required to have been served with notice of the Application.

Defined Terms

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the APA.

Assignment of Restricted Agreements

3. Upon the delivery by the Monitor to the Applicants and Mantle of the Monitor’s Certificate (as defined in the SAVO), all of the rights and obligations of the Applicants under and to the Restricted Agreements, which are listed in **Schedule “A”** to this Order, shall be assigned, conveyed and transferred to, and assumed by, Mantle pursuant to section 11.3 of the CCAA.

4. The assignment of the Restricted Agreements is hereby declared valid and binding upon all of the counterparties to the Restricted Agreements notwithstanding any restriction, condition or prohibition contained in any such Restricted Agreements relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
5. The assignment and transfer of the Restricted Agreements shall be subject to the provisions herein directing that the Applicants' rights, title and interests in the Acquired Assets shall vest absolutely in Mantle free and clear of all Liens, Claims or interests other than the Permitted Encumbrances in accordance with the provisions of this Order.
6. No counterparty under any Restricted Agreement, nor any other person, upon the assignment and transfer to, and assumption by, Mantle of any Restricted Agreement hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under such Restricted Agreement against Mantle relating to:
 - (a) the Applicants having sought or obtained relief under the CCAA;
 - (b) the insolvency of the Applicants; or
 - (c) any failure by the Applicants to perform a non-monetary obligation under any Restricted Agreement;and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty:
 - (i) nothing herein shall limit or exempt Mantle in respect of obligations accruing, arising or continuing after the Closing under the Restricted Agreements other than in respect of items (a) to (b), above; and
 - (ii) any Permitted Encumbrances shall continue to have the priority and entitlement attaching thereto notwithstanding this Order.
7. All monetary defaults in relation to the Restricted Agreements existing prior to the Closing, if any, other than those arising by reason only of the insolvency of the Applicants, the

commencement of these CCAA proceedings or the failure to perform a non-monetary obligation under any Restricted Agreement, shall be paid to the Monitor on Closing as part of the Purchase Price and in accordance with the APA. Provided the Cure Costs are paid to the Monitor, then the Monitor shall make payment of Cure Costs to the Counterparties to the Restricted Agreements within 20 days of Closing.

8. Immediately following the assignment and transfer of the Restricted Agreements no counterparty under any Restricted Agreement shall have any claim, whatsoever against the Applicants or the Monitor.

Additional Restricted Agreements

9. Following the date of this Order, including, for greater certainty, following the Closing, the Applicants are authorized to provide to the Counterparty or Counterparties to any additional Restricted Agreements not listed on **Schedule “A”** to this Order that are to be assigned to Mantle pursuant to the APA and in respect of which Counterparty consent is required thereunder but not obtained (each an “**Additional Restricted Agreement**”) a notice of the assignment to and assumption by Mantle of such Additional Restricted Agreement (each an “**Additional Assignment Notice**”).
10. Any counterparty to an Additional Restricted Agreement who receives an Additional Assignment Notice shall have seven (7) Business Days from the date of such Additional Assignment Notice (the “**Objection Deadline**”) to provide notice to the Monitor and the Applicants of any objection it has to such assignment to and assumption by Mantle of the applicable Additional Restricted Agreement.
11. If the Monitor and the Applicants do not receive any notice of objection to the assignment to and assumption by Mantle of an Additional Restricted Agreement by the Objection Deadline, the Applicants shall be authorized to assign such Additional Restricted Agreement to Mantle subject to paragraphs 3 to 7, inclusive, of this Order, which shall apply *mutatis mutandis* to the assignment and assumption of any Additional Restricted Agreements without any further Court order.

12. The applicable date of assignment and assumption of any Additional Restricted Agreements shall be the later of the date of service of the Additional Assignment Notice or delivery of the Monitor's Certificate.
13. If notice of an objection to the assignment to and assumption by Mantle of an Additional Assigned Contract is received by the Monitor and Applicants from the Counterparty to such Additional Assigned Contract by the Objection Deadline, the Applicants are authorized to schedule an application with this Court for the resolution of such objection.

Unrestricted Agreements

14. For certainty, it is hereby declared that the transfer and vesting of the Unrestricted Agreements, which are listed in **Schedule "B"** to this Order, in Mantle is free and clear of any liabilities or monetary claims owing to or accruing in favour of the counterparties to such Unrestricted Agreements which arose prior to May 1, 2020, the Filing Date.

Pendency of Bankruptcy Proceedings

15. For greater certainty, notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Applicants; and
 - (d) the provisions of any federal or provincial statute:

the assignment of the Restricted Agreements, and any Additional Restricted Agreements, to Mantle in accordance with this Order and the APA shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, 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.

16. Notwithstanding any other provisions of this Order, the Applicants shall continue to be entitled to exercise all of their rights to set-off (or any other contractual rights) and apply any and all post-filing amounts that the Applicants owes or may come to owe to any party, as the case may be, as against any amounts that are owed by such party to the Applicants.

Advice and Directions

17. The Applicants and the Monitor shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order, including without limitation, as necessary, to effect the transfer of the Restricted Agreements and any Additional Restricted Agreements (including any transfer of title registrations in respect of such Restricted Agreements and any Additional Restricted Agreements), the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.

Aid and Recognition

18. This 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 Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

Service

19. Service of this Order shall be deemed good and sufficient by:

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

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

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

SCHEDULE "A"
RESTRICTED AGREEMENTS

Counterparties	Agreement
Canadian Western Bank	Commitment Letter dated January 8, 2018
	Letter of credit issued in connection with SML 080085
	Letter of credit issued in connection with SML 100085
	Letter of credit issued in connection with SML 110025
	Letter of credit issued in connection with SML 110026
	Letter of credit issued in connection with SML 110045
	Letter of credit issued in connection with SML 110046
	Letter of credit issued in connection with SML 120006
	Letter of credit issued in connection with SML 120100
	Letter of credit issued in connection with SML 110047
	Letter of credit issued in connection with SML 120005
Lafarge Canada Inc.	Moose River Royalty Agreement
Lafarge Canada Inc.	Oberg Royalty Agreement

SCHEDULE "D"
[Amended Sanction Order]

Clerk's Stamp

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

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

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

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

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

DOCUMENT **AMENDED PLAN SANCTION ORDER**

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

INFORMATION OF PARTY FILING THIS DOCUMENT
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

DATE ON WHICH ORDER WAS PRONOUNCED: March 5, 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 of JMB Crushing Systems Inc. (“**JMB**”), 2161889 Alberta Ltd. (“**216**” and together with JMB, the “**CCAA Applicants**”), Mantle Materials Group, Ltd. (“**Mantle**”, and together with JMB and 216, the “**Plan Applicants**”) and 2324159 Alberta Inc. (“**ResidualCo**”), for an Order amending and restating the plan sanction Order pronounced on October 16, 2020 (the “**Original Sanction Order**”) sanctioning and approving the plan of arrangement of JMB and Mantle (the “**Original Plan**”) under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”)

and the *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BCBCA**”), sanctioning the amended and restated plan of arrangement of JMB, 216 and Mantle (the “**Amended Plan**”) under the CCAA and BCBCA, and providing relief under section 11.1 of the CCAA;

AND UPON HAVING READ (a) this Application, filed; (b) the Affidavit of Byron Levkulich sworn on March 4, 2021 in support of the Application, filed; (c) the thirteenth report dated February 23, 2021 of FTI Canada Consulting Inc., the Court-appointed monitor of JMB and 216 (the “**Monitor**”), filed; (d) the thirteenth report dated February 23, 2021 (the “**Thirteenth Report**”) of the Monitor, 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 reverse vesting Order pronounced on October 16, 2020, as amended by an Order pronounced on December 7, 2020 (the reverse vesting Order, as amended, the “**Original RVO**”), filed, (iv) the assignment order pronounced on October 16, 2020 (the “**Original Assignment Order**”), filed, and (v) the Original Sanction Order, 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, and vesting certain assets in Mantle, (b) an Order amending and restating the Original Assignment Order, deleting certain agreements therefrom, filed; and (c) an Order (the “**Amended RVO**”) amending and restating the Original RVO, vesting in ResidualCo rather than 216 all of the Excluded ResidualCo Assets and Excluded Liabilities and the assumption by ResidualCo of the Excluded Liabilities, 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**” means the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Transaction Assets;
- (b) “**Affected Creditor**” means any Secured Creditor that has a Lien attaching to some or all of the Transaction Assets that ranks in priority to any other Lien attaching to such Transaction Assets, including to the Security Interests in favour of ATB and Fiera;
- (c) “**Amended Articles**” means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in the Plan, substantially in the form attached as Schedule “A” to the Plan;
- (d) “**ATB**” means ATB Financial;
- (e) “**ATB Agreement**” means an agreement between ATB and Mantle with respect to the ATB Assumed Debt;
- (f) “**ATB Assumed Debt**” means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to the Plan and which is subject to the terms and provisions of the ATB Agreement;
- (g) “**ATB Indebtedness**” means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB and 216 to ATB;
- (h) “**ATB Mortgage**” is defined in the Amended Purchase Agreement;
- (i) “**ATB Security Documents**” means the agreements, indentures and other documents granted by JMB and 216 to ATB which create Security Interests in favour of ATB;
- (j) “**CaseLines Filesite**” means the website identified as “Canada.caselines.com” and maintained in respect of the CCAA Proceedings;
- (k) “**CCAA Charges**” means the Director’s Charge, the Administration Charge and the Interim Lender Charge as defined in the Initial Order;
- (l) “**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;

- (m) “**Class A Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares;
- (n) “**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;
- (o) “**Class B Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares;
- (p) “**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;
- (q) “**Class C Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares;
- (r) “**Creditor**” means any Person to whom JMB or 216 owes, is liable for or is required to pay or perform Liabilities;
- (s) “**Creditors’ Meeting**” means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon the Plan;
- (t) “**Excluded Liabilities**” means all Liabilities of JMB and 216 other than the Assumed Liabilities, as provided for in paragraph 2(h) of the Amended RVO and section 1.1 of the Amended Purchase Agreement;
- (u) “**Existing 216 Shareholders**” means all holders of Existing 216 Shares;
- (v) “**Existing 216 Shares**” means all issued and outstanding shares in the capital of 216 and all securities issued by 216;
- (w) “**Existing JMB Shareholders**” means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other JMB Security Holders, and “**Existing JMB Shareholder**” means any one of them;

- (x) “**Existing JMB Shares**” means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other JMB Securities, if any, and “**Existing JMB Share**” means any one of them;
- (y) “**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;
- (z) “**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;
- (aa) “**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt;
- (bb) “**Fiera Indebtedness**” means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB and 216 to Fiera;
- (cc) “**Fiera Security Documents**” means the agreements, indentures and other documents granted by JMB and 216 to Fiera which create Security Interests in favour of Fiera;
- (dd) “**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;
- (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, agreement or contract to which a Person is party, or otherwise, and includes any amounts owing to a Regulatory Body as a creditor and which is a claim for the purposes of section 19(1) of the CCAA, and “**Liability**” means any one of the Liabilities;

- (ff) “**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;
- (gg) “**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;
- (hh) “**Notice of Articles**” means the notice of articles issued on December 14, 2018 by the Registrar under the BC BCA;
- (ii) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by Canadian Aggregate Resources Corporation;
- (jj) “**Other JMB Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other JMB Securities**” means more than one;
- (kk) “**Other JMB Security Holder**” means any Person with any interest in any Other JMB Securities;
- (ll) “**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;
- (mm) “**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;

- (nn) **“Registrar”** means the Person appointed as the Registrar of Companies under section 400 of the BC BCA;
- (oo) **“Remaining ATB Debt”** means the ATB Indebtedness in excess of the ATB Assumed Debt;
- (pp) **“Remaining Fiera Debt”** means the Fiera Indebtedness in excess of the Fiera Assumed Debt;
- (qq) **“Secured Creditor”** means a Creditor to whom JMB or 216 owes Liabilities the payment and performance of which is secured by a Lien;
- (rr) **“Security Interest”** means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property;
- (ss) **“Unaffected Claims”** means the Liabilities of JMB or 216 to Persons other than an Affected Creditor; and
- (tt) **“Unaffected Creditor”** means a Creditor that holds an Unaffected Claim.

Service of Application

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

Amended and Restated Order

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

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

5. All resolutions, whether ordinary, special or otherwise, required from Existing JMB Shareholders and Existing 216 Shareholders, and all resolutions and approvals required from directors or officers of JMB and 216, in order to approve, adopt, take actions contemplated by or to implement the Plan or any steps or transactions contemplated thereby are deemed to have been made, given, passed or

obtained, notwithstanding any agreement between or among any Existing JMB Shareholders or Existing 216 Shareholders that may limit any rights to vote Existing JMB Shares or Existing 216 Shares with respect to such resolutions, approvals, the Plan or any such steps or transactions contemplated thereby, and all such agreements shall be deemed to be of no force or effect.

6. This Court authorizes the adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring adoption by, or authorization of, the Existing JMB Shareholders, the Existing 216 Shareholders or the directors of JMB or 216, as applicable, and all necessary approvals to take actions are deemed in all respects and for all purposes to have been obtained from the Existing JMB Shareholders, the Existing 216 Shareholders and the directors of JMB and 216, including the deemed passing by any classes of Existing JMB Shareholders and the Existing 216 Shareholders of any resolutions or special resolutions, without any requirement for any further action by the Existing JMB Shareholders, the Existing 216 Shareholders or the directors of JMB or 216.
7. The adoption, execution, delivery and implementation of the Plan and the consummation of all matters and steps contemplated by the Plan requiring authorization of the directors and shareholders of Mantle have been duly authorized by such directors and shareholders and are authorized and approved by this Court in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

Voting and Acceptance of the Plan

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

13. The Existing JMB Shareholders and Existing 216 Shareholders shall not be entitled to vote upon whether or not to approve the Plan and any meetings of such Existing JMB Shareholders or Existing 216 Shareholders, whether together or separately, to consider and vote upon whether to accept or vote in favour of the Plan are hereby dispensed with.

Sanction and Implementation of the Plan

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

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

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

- (o) the Amended RVO shall not affect the nature or priority of the Remaining Fiera Debt or the Security Interests created by the Fiera Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed; and
 - (p) the nature of the Remaining ATB Debt and the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo, and the indebtedness, liabilities and obligations of ResidualCo under the Remaining ATB Debt and Remaining Fiera Debt shall not be limited, lessened or extinguished as a result of anything in the Plan or the limitation of recourse against JMB and 216 as a result of the occurrence of the Non-Recourse Event.
19. Within six (6) months after Plan Implementation, JMB and 216 shall pay in full to Her Majesty in Right of Canada or any province any Liabilities of a kind that could be subject to a demand under the statutory provision referred to in section 6(3) of the CCAA that was outstanding on the Filing Date which has not been paid by Plan Implementation.
20. Effective upon Plan Implementation:
- (a) ResidualCo shall be added as an applicant in, subject to and a “company” for the purposes of the CCAA Proceedings;
 - (b) JMB and 216 shall cease to be applicants in and subject to the CCAA Proceedings;
 - (c) the CCAA Charges shall cease to attach to or charge any property or assets of JMB and 216, but shall attach to and charge all of the property and assets of ResidualCo to the extent, with the priority and in the manner contemplated by the Initial Order; and
 - (d) JMB and 216 shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order, the Amended RVO, the Amended SAVO and the Amended Assignment Order, which Orders shall continue to apply to JMB and 216 in all respects.

Authorization of the Monitor

21. The 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.
22. The Monitor shall issue to JMB, 216 Mantle, CARC, RLF Holdings and the Affected Creditors a certificate signed by the Monitor and substantially in the form attached hereto as **Schedule “B”** (the **“Monitor's Conditions Certificate”**, the form of which is hereby approved) upon the satisfaction, fulfilment or waiver of the conditions set out in Article 7.1. As soon as possible thereafter, the Monitor shall file the Monitor's Conditions Certificate with this Court and post it on CaseLines Filesite.
23. 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

24. The Plan is declared to be binding upon and to enure to the benefit of the Plan Applicants, the Affected Creditors and the Existing JMB Shareholders, the Existing 216 Shareholders and their respective heirs, executors, administrators, and other legal representatives, successors and assigns.
25. Each of the Plan Applicants and the Monitor and any other Person required to make any deliveries or take any steps or actions pursuant to the Plan, are hereby authorized and directed:
 - (a) to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith; and

(b) to take all steps and actions, and to do all things necessary or appropriate to implement the Plan in accordance with its terms and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations, instruments and agreements contemplated in and pursuant to the Plan, and such steps and actions are hereby authorized, ratified and approved, and none of the Plan Applicants or the Monitor shall incur any liability as a result of acting in accordance with terms of the Plan or this Sanction Order.

26. 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

27. 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

28. 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.

29. 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

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

DOCUMENT **MONITOR'S PLAN CONDITIONS CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

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

MONITOR'S CERTIFICATE
(Satisfaction or Waiver of Conditions)

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

Pursuant to paragraph ● of the Order of the Honourable Madam Justice K.M. Eidsvik made in these proceedings on March 5, 2021 (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 _____,
2021.

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

Name:
Title:

SCHEDULE "E"
[Sealing Order]

Clerk's Stamp

COURT FILE NUMBER 2001- 05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITOR 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.

DOCUMENT **ORDER (Sealing Order)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling WLG (Canada) LLP
Suite 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

DATE ON WHICH ORDER WAS PRONOUNCED: March 5, 2021

LOCATION OF HEARING OR TRIAL: Calgary Court House

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

UPON THE APPLICATION (the “**Application**”) of JMB Crushing Systems Inc. and 2161889 Alberta Ltd. (collectively, the “**Applicants**”); **AND UPON** reading the Affidavit of Byron Levkulich, sworn March 4, 2021, and the Confidential Affidavit of Byron Levkulich, sworn March 4, 2021 (the “**Confidential Affidavit**”); **AND UPON** reading the reading the Thirteenth Report of the Monitor, dated February 23, 2021, filed; **AND UPON** reading the Affidavit of Service of ●, filed; **AND UPON** hearing from counsel for the Applicants and for any other parties

who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Part 6, Division 4 of the *Alberta Rules of Court* does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Affidavit, on the Court file, until the termination of the within proceedings. The Confidential Affidavit shall be sealed and filed in an envelope containing the following endorsement thereon:

**THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS
FILED IN COURT FILE NO. 2001-05482. THE CONFIDENTIAL
MATERIALS ARE SEALED PURSUANT TO THE SEALING
ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE K.M.
EIDSVIK ON MARCH 5, 2021.**

2. Any person may apply, on reasonable notice to the Monitor, the Applicants, and any other persons likely to be affected, to vary or amend the terms of paragraph 1 of this Order.
3. The Confidential Affidavit shall also be uploaded to the online filesite established by the Monitor (the “**CaseLines Filesite**”), in connection with the within proceedings, in a case file that may only be accessed by the presiding Justices of the Court of Queen’s Bench and any parties who are subsequently authorized to access materials under and pursuant to this sealing order.
4. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving 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,
 - (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.

5. 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.

J.C.C.Q.B.A