

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**

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**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 SISF, 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**

<b>Year</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Size / Capacity / Asset Type</b>	<b>Serial # / VIN</b>
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**

<b>Priority Secure Creditor</b>	<b>Year</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Size / Capacity / Asset Type</b>	<b>Serial # / VIN</b>
<b>Ford Credit Canada Company</b>	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
<b>Ford Credit Canada Leasing, Division of Canadian Road Leasing Company</b>	2016	Ford	F250	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
<b>Ford Credit Canada Limited</b>	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
<b>Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre</b>	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
<b>Caterpillar Financial Services Limited</b>	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
<b>VFS Canada Inc.</b>	2017	Volvo	L220H	Wheel Loader	VCEL220HL00002736
<b>TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank</b>	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
<b>Komatsu International (Canada) Inc. and SMS Equipment Inc.</b>	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	
<b>Bank of Montreal</b>	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