

Received
Sept 11, 2024



COURT FILE NUMBER 2301-16114
COURT COURT OF KING'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

COM
Sept 20, 2024

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF MANTLE MATERIALS GROUP, LTD.

APPLICANT **MANTLE MATERIALS GROUP, LTD.**
DOCUMENT **APPLICATION (STAY EXTENSION, VESTING ORDER
AND OTHER RELIEF)**

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 / Sam Gabor / Stephen Kroeger**
Phone: 403.298.1938 / 403.291.1946 / 403.298.1018
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Email: tom.cumming@gowlingwlg.com
stephen.kroeger@gowlingwlg.com
File No.: A171561

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 be in Court when the application is heard as shown below:

Date: September 20, 2024
Time: 2:00 pm
Where: Calgary Courts Centre, via Webex
<https://albertacourts.webex.com/meet/virtual.courtroom60>
Before: The Honourable Justice C.M. Jones

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

Remedy Sought:

1. The Applicant, Mantle Materials Group, Ltd. (“**Mantle**”), seeks an order pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended, (the “**CCAA**”), seeking *inter alia*, the following relief:
 - (a) an Order, substantially in the form attached hereto as **Schedule “A”**:
 - (i) abridging the time for service of this Application, deeming service of notice of this Application to be good and sufficient, and declaring that there is no other person who ought to have been served with notice of this Application;
 - (ii) extending the Stay Period (as defined in the Initial Order granted by the Honourable Associate Chief Justice Nixon on January 10, 2024 (as subsequently amended and restated on January 16, 2024, the “**Initial Order**”)) to November 14, 2025; and
 - (iii) declaring that Mantle meets the criteria prescribed in the *Wage Earner Protection Program Regulations* (the “**WEPPA Regulations**”) and terminated employees are entitled to receive payments under the *Wage Earner Protection Program Act*; and
 - (b) an Order, substantially in the form attached hereto as **Schedule “B”**, vesting all of the right, title and interest of Mantle in and to DML 120032 and the security deposited in respect thereof pursuant to an asset purchase agreement dated September 10, 2024 (the “**DML APA**”) between Mantle and Fleming Cats Inc. (“**Fleming Cats**”); and
 - (c) such further and other relief as counsel requests and this Honourable Court may grant.

Grounds for making this application:

2. Mantle carried on business in Alberta extracting and processing gravel and other aggregates and selling it to construction companies, municipalities and service companies in the oil and gas industry.
3. Because of continuing financial problems resulting from legacy reclamation obligations, its indebtedness to its lenders and insufficient revenues, on July 14, 2023 Mantle filed a notice of

intention to make a proposal under section 50.4 in Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada), and FTI, a licensed trustee, was named as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Mantle (the “**NOI Proceedings**”).

4. On January 10, 2024 the NOI Proceedings were taken up and continued under the CCAA pursuant to the Initial Order. The Initial Order which, among other things:
 - (a) declared that Mantle is a company to which the CCAA applies;
 - (b) granted the Stay Period up to and including January 20, 2024;
 - (c) continued certain priority court ordered charges, including an administration charge, and interim lender’s charge and a directors and officer charge; and
 - (d) appointed FTI as Monitor of Mantle in these proceedings.
5. On January 16, 2024 Mantle sought and obtained an Amended and Restated Initial Order which, among other things, extended the Stay Period up to and including March 1, 2024.
6. On February 23, 2024 Mantle sought and obtained the following orders:
 - (a) an order extending the Stay Period up to and including September 30, 2024;
 - (b) an order approving the sale transaction contemplated by a share purchase agreement dated January 19, 2024 between Mantle, as vendor, and Arrow-West Holdings Ltd. (“**Arrow**”), as purchaser and vesting in Arrow all of Mantle’s right, title and interest in and to 7,820,077 Class “A” Common Shares in the capital of Atlas Aggregates Inc. (the “**Arrow West Transaction**”);
 - (c) an order approving the sale transaction contemplated by an asset purchase agreement (the “**St. Paul APA**”) dated January 12, 2024 between Mantle, as vendor, and the County of St. Paul No. 19 (“**St. Paul**”), as purchaser and vesting in St. Paul all of Mantle’s right, title and interest in and to the assets described in the St. Paul APA (the “**St. Paul Transaction**”); and
 - (d) an order approving the sale transaction contemplated by an asset purchase agreement (the “**PEA APA**”) dated February 9, 2024 between Mantle, as vendor, and the PEA Holdings

Incorporated (“**PEA**”), as purchaser and vesting in St. Paul all of Mantle’s right, title and interest in and to the assets described in the St. Paul APA (the “**PEA Transaction**”).

2. The St. Paul Transaction and PEA Transaction have been completed.
3. Mantle and PEA are currently in discussions with Alberta Forestry and Parks (the “**AFP**”) regarding the quantum of security deposits that will be required in connection with the PEA Transaction. Subject to that quantum being agreed to, the AFP has otherwise indicated its consent to the assignment of the surface material leases subject to the PEA Transaction. Once there is agreement on quantum, Mantle will seek the lifting of certain environmental protection orders made by Alberta Environment and Public Areas against the Crown lands subject to those surface material leases, as the lifting of those orders is a condition precedent to the completion of the PEA Transaction.
4. Mantle has a right to occupy certain Crown land pursuant to a disposition with the Crown in right of the Province of Alberta referred to as DML 120032 (the “**DML**”). The land has no reserves of gravel or aggregate and Mantle had never used the land. Its predecessor had deposited reclamation security with the AFP but the aggregate reclamation obligations greatly exceed that security. Fleming Cats offered to purchase the DML on the basis that it assumes the reclamation obligations but also acquires the deposited security. Mantle’s interest in the land has no marketable value but the transaction results in the reclamation obligations associated with the land being assumed by Fleming Cats and is therefore of net benefit to the estate. The Monitor supports the transaction. The transaction is conditional on Mantle’s right, title and interest being vested pursuant to the Vesting Order.
5. Mantle has completed the majority of the reclamation work required under various environmental protection orders issued by the Alberta Environment and Protected Areas (“**AEPA**”) against lands in which Mantle has an interest under surface material leases and aggregate royalty agreements which Mantle and the Monitor have concluded are not sellable. The two (2) year assessment period under the applicable environmental legislation will expire in November of 2025, at which point, Mantle will seek reclamation certificates in respect of those lands from the AEPA and the return of any remaining reclamation security deposited with the AFP and AEPA.

Stay Extension Order

7. The Stay Period currently expires on September 30, 2024.
8. Mantle is seeking a further extension of the Stay Period up to and including November 14, 2025, or such further date as this Honourable Court may deem appropriate.
9. Mantle requires an extension of the Stay Period in order to, among other things:
 - (a) permit for the preparation, completion and monitoring of environmental reclamation work;
 - (b) work with its consultants to provide detailed estimates of the anticipated costs of completing the work required to fully address Mantle's reclamation obligations during the two (2) year assessment period mandated by the AEPA;
 - (c) complete the closing of the PEA Transaction and the DML Transaction;
 - (d) continue discussions with the AEPA for the return to Mantle of the security deposits relating to the aggregate pits located on freehold lands;
 - (e) continue discussions with the AFP for the return of security deposits relating to aggregate pits on Crown lands (other than those subject to the PEA Transaction and the DLM APA); and
 - (f) if necessary, continuing the Environmental Appeals Board appeals filed by Mantle related to certain environmental protection orders issued by the AEPA on September 21, 2023 and January 30, 2024 related to the assets contemplated under the St. Paul Transaction.
10. Mantle believes that its stakeholders will not be prejudiced by the proposed extension of the Stay Period and the extension of the Stay Period would allow Mantle to fully satisfy its reclamation obligations, which is a condition precedent to being able to make final distributions to its creditors.
11. Mantle has acted and continues to act in good faith and with due diligence in respect of all matters relating to the CCAA proceedings, and no creditor will be prejudiced by the proposed extension of the Stay Period.

12. The Monitor is supportive of the proposed extension of the Stay Period.

WEPPA

13. Mantle is a former employer for the purposes of section 5(5) of the WEPPA Regulations and the employment of certain Mantle's employees was ended as prescribed by section 3 of the WEPPA Regulations.

14. Section 5(1) of the WEPPA Regulations provides that an individual is eligible to receive payment thereunder if, *inter alia*: (1) the individual is owed eligible wages by a former employer; (ii) the former employer is subject to proceedings under the CCAA; and (iii) a Court determines that the requirements under the WEPPA Regulations are met.

15. Mantle is of the view that it is appropriate for this Honourable Court to declare that Mantle, and its employees meet the criteria prescribed in WEPPA, in order for its terminated employees to access their statutory entitlement to unpaid termination and/or severance pay.

Miscellaneous

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

Material or evidence to be relied on:

17. The pleadings and materials filed in these proceedings;

18. The pleadings and materials filed in the NOI Proceedings;

19. The Third Report, to be filed;

20. The Affidavit of Byron Levkulich sworn September 9, 2024 in these proceedings;

21. The Affidavit of Byron Levkulich sworn February 12, 2024 in these proceedings;

22. The Affidavit of Byron Levkulich sworn November 27, 2023 in these proceedings;

23. The Affidavit of Byron Levkulich sworn December 18, 2023 in these proceedings; and

24. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

25. Rules 1.3 ,1.4, 6.3, 6.9, 11.27 and Part 6 Division 4 of the *Alberta Rules of Court*, Alta Reg 124/2010; and
26. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

27. *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended.
28. *Wage Earner Protection Act*, SC 2005, c. 47.
29. *Wage Earner Protection Regulations*, SOR/2008-222
30. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of our objection relied on:

31. None.

How the application is proposed to be heard or considered:

32. By Webex.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and the time shown at the beginning of this 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 applicant(s) a reasonable time before the application is to be heard or considered.

APPENDIX “A”

File #(s) : 2301 16114

Style of Cause: MANTLE MATERIALS GROUP LTD. v. COMPANIES' CREDITORS ARRANGEMENT ACT

Date/Duration:

Sep 20, 2024 02:00 PM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: Stephen Phillip Kroeger;Sean Francis Collins;Pantelis Kyriakakis;Ryan Zahara;Douglas Steven Nishimura;John Carroll McDonnell;Sharisse Arlene McCalla;Darren Robert Bieganeck;

Special Requirements:

Requirements: Courtroom Required

Equipment: Video Conferencing

Counsel: Please ensure that all relevant parties have received Webex information.

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

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.**

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

SCHEDULE "A"

ORDER (EXTENSION OF STAY PERIOD, WEPPA AND OTHER RELIEF)

COURT FILE NO. 2301-16114
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

APPLICANT 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 MANTLE MATERIALS GROUP, LTD.

DOCUMENT **ORDER (Stay Extension, WEPPA and Other Relief)**

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 / Sam Gabor**
Phone: 403.298.1938 / 403.291.1946
Fax: 403.263.9193
Email: tom.cumming@gowlingwlg.com / sam.gabor@gowlingwlg.com
File No.: A171561

DATE ON WHICH ORDER WAS PRONOUNCED: September 20, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON the application (the “**Application**”) of Mantle Materials Group, Ltd. (“**Mantle**”); **AND UPON** reading the Affidavits of Byron Levkulich, sworn November 27, 2023, December 18, 2023, February 13, 2024 and September 11, 2024; **AND UPON** being advised that on July 14, 2023 (the “**Filing Date**”), that Mantle filed a notice of intention to make a proposal under section 50.4 of the *Bankruptcy and Insolvency Act*, RSC, c B-3, as amended (the “**BIA**” and such

proceedings, the “**NOI Proceedings**”); **AND UPON** being advised that pursuant to an initial order granted under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) on January 10, 2024 (as may be subsequently amended and restated, the “**Initial Order**”) the NOI Proceedings were continued under the *CCAA*; **AND UPON** reading the Third Report of FTI Consulting Canada Inc. dated September **XX**, 2024 in its capacity as monitor of Mantle (the “**Monitor**”); **AND UPON** hearing submissions by counsel for Mantle, counsel for the Monitor, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED THAT:

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other than those persons served is entitled to service of the notice of application.
2. The Stay Period as ordered and defined in paragraph 14 of the Initial Order is hereby extended until and including November 14, 2025.
3. Mantle, and their collective former employees, meet the criteria established by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 issued pursuant to the *Wage Earner Protection Program Act*, SC 2005, c. 47 (“**WEPPA**”) and are individuals to whom WEPPA applies.
4. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

J.C.K.B.A.

SCHEDULE "B"
VESTING ORDER

Clerk's Stamp

COURT FILE NO. 2301 16114
COURT COURT OF KING'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 MANTLE MATERIALS GROUP, LTD.

APPLICANT MANTLE MATERIALS GROUP, LTD.

DOCUMENT **VESTING ORDER (DML 120032)**

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 / Stephen Kroeger**
Phone: 403.298.1938/403.298.1018
Fax: 403.263.9193
Email: tom.cumming@gowlingwlg.com /
stephen.kroeger@gowlingwlg.com
File No.: A171561

DATE ON WHICH ORDER WAS PRONOUNCED: September 20, 2024

LOCATION AT WHICH ORDER WAS MADE: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice C.M. Jones

UPON the application (the “**Application**”) of Mantle Materials Group, Ltd. (“**Mantle**”) in its proceedings (the “**Proceedings**”) under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”) commenced pursuant to the Order of the Honourable Associate Chief Justice D. Blair Nixon on January 10, 2024 (as may be subsequently amended and restated, the “**Initial Order**”), for an Order pursuant to asset purchase agreement dated September **XX**, 2024 (the “**APA**”) between Mantle as vendor and Fleming Cats Inc. (the “**Purchaser**”) as purchaser (a copy of which APA is appended as **Exhibit “E”** to the Affidavit of Byron Levkulich

sworn February 13, 2024 (the “**Levkulich Affidavit**”)) vesting in the Purchaser all of the right, title and interest of Mantle in the DML Assets (as defined in the APA);

AND UPON NOTING THAT under section 2.1(a)(i) of the APA, the Purchaser shall, effective as of Closing (as defined in the APA) assume and perform the Reclamation Liabilities (as defined in the APA);

AND UPON HAVING READ the Initial Order; **AND UPON HAVING READ** the Third Report of FTI (in such capacity, the “**Monitor**”), in its capacity as the court-appointed monitor of the Mantle, dated September **XX**, 2024, filed; **AND UPON HAVING READ** the Levkulich Affidavit and the Affidavit of Service of Kristy DeLure sworn September **XX**, 2024, to be filed; **AND UPON HEARING** the submissions of counsel for Mantle, the Monitor, and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

Vesting of Purchased Assets

2. Subject only to consent (the “**Consent**”) of the director (the “**Director**”) designated under section 5 of the *Public Lands Act* (Alberta) (the “**PLA**”) of the transfer or assignment of the DML included in the DML Assets pursuant to section 43(1) of the *PLA*, upon the delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Monitor’s Certificate**”), all of Mantle’s right, title, and interest in and to the DML Assets shall vest absolutely, exclusively, and entirely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts, reservations of ownership, 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; and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,

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

3. Subject to the Consent of the Director, upon delivery of the Monitor’s Certificate and upon filing of a certified copy of this Order, together with any applicable registration fees:

- (a) 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
- (b) the Director is hereby requested to:
 - i. cancel and discharge those Claims registered against the estate or interest of Mantle in and to any of the DML Assets; and
 - ii. amend any register maintained by the Director in respect of the DML to reflect the forgoing.

4. Subject to the Consent of the Director:

- (a) in order to effect the transfers and discharges described above, this Court requests and directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA; and

- (b) 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 DML Assets of any Claims, including Encumbrances but excluding Permitted Encumbrances.
5. 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 Initial Order, the APA, or any ancillary document related thereto, and shall incur no liability in connection therewith, save and except for any gross negligence or wilful misconduct on its part.
6. Upon completion of the Transaction, Mantle and all persons who claim by, through or under Mantle in respect of the DML Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the DML Assets, 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 DML Assets).
7. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the DML Assets for its own use and benefit without any interference of or by Mantle, or any person claiming by, through or against Mantle.
8. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
9. The Monitor may rely on written notice from Mantle and the Purchaser or their respective counsel regarding the fulfillment of conditions to closing under the APA and shall incur no liability with respect to the delivery of the Monitor's Certificate.

Miscellaneous Matters

10. 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* in respect of Mantle, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of Mantle; and
- (d) the provisions of any federal or provincial statute:

the vesting of the DML Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Mantle and shall not be void or voidable by creditors of Mantle, 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.

- 11. Mantle, the Monitor, the Purchaser (or its nominee), 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.
- 12. 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 Mantle, 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 order and to provide such assistance to Mantle and the Monitor as an officer of the Court as may be necessary or desirable to give effect to this Order or to assist Mantle, the Monitor and their respective agents in carrying out the terms of this Order.
- 13. 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/mantle/default.htm>

and service on any other person is hereby dispensed with.

14. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of
Alberta

**SCHEDULE “A”
[Sale Approval]**

MONITOR'S CERTIFICATE

Clerk's Stamp

COURT FILE NO. 2301 16114
COURT COURT OF KING'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 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
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Fax: 403-260-3501
Email: pkyriakakis@mccarthy.ca / nstewart@mccarthy.ca

RECITALS

- A. Pursuant to an Order of the Honourable Associate Chief Justice D.B. Nixon of the Court of King's Bench of Alberta, Judicial District of Calgary (the “**Court**”) pronounced January 10, 2024, as subsequently amended and restated on January 16, 2024, FTI Consulting Canada Inc., was appointed as the monitor (the “**Monitor**”) of Mantle Materials Group, Ltd.
- B. Pursuant to an asset purchase agreement dated September **XX**, 2024 (the “**APA**”) between Mantle as vendor and Fleming Cats Inc. (the “**Purchaser**”) as purchaser, Mantle agreed to sell all of its right, title and interest in and to the DML Assets (as defined in the APA) to the Purchaser.

- C. Pursuant to an Order of the Honourable Justice Christopher D. Simard pronounced on September 12, 2024 (the “**Vesting Order**”), the Court ordered that the right, title and interest of Mantle in the DML Assets be vested in the Purchaser effective upon the delivery by the Monitor to the Purchaser of a certificate confirming the satisfaction or waiver of the conditions precedent to closing in the APA and the completion of the Transaction (as defined in the APA) to the satisfaction of the Monitor.
- D. Unless otherwise indicated herein, all capitalized terms have the meanings set out in the Vesting Order.

THE MONITOR CERTIFIES the following:

1. The conditions precedent to the closing the Transaction set out in the APA have been satisfied or waived by Mantle and the Purchaser (or its nominee); and
2. The Transaction has 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 **MANTLE MATERIALS GROUP, LTD.** and not in its personal or corporate capacity.

Per: _

Name:

Title: