



COURT FILE NUMBER & BANKRUPTCY ESTATE NUMBER **25-3009380**

COURT COURT OF KING'S BENCH OF ALBERTA, IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

NB
C22001
COM March 8, 2024

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C B-3 AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ATHABASCA MINERALS INC., AMI SILICA INC., AMI AGGREGATES INC., AMI ROCKCHAIN INC., TERRASHIFT ENGINEERING LTD., 2132561 ALBERTA LTD., and 2140534 ALBERTA LTD.

APPLICANT ATHABASCA MINERALS INC., AMI SILICA INC., AMI AGGREGATES INC., AMI ROCKCHAIN INC., TERRASHIFT ENGINEERING LTD., 2132561 ALBERTA LTD., and 2140534 ALBERTA LTD.

DOCUMENT **APPLICATION FOR APPROVAL OF A SALE AND REVERSE VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**
Attn: Robyn Gurofsky / Jessica Cameron
3400 First Canadian Centre
350-7 Avenue SW
Calgary, AB T2P 3N9
Telephone: (403) 261-9469/261-9468
Facsimile: (403) 261-5351
Email: rgurofsky@fasken.com / jcameron@fasken.com

File No. 318938.00024

NOTICE TO RESPONDENTS: SEE SERVICE LIST ATTACHED AS SCHEDULE "A"

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

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

To do so, you must be in Court when the application is heard as shown below:

Date March 8, 2024
Time 10:00 a.m. (Calgary time)
Where Edmonton Courts Centre, Edmonton, Alberta
<https://albertacourts.webex.com/meet/virtual.courtroom86>

Before Whom The Honourable Justice Little

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

Remedy claimed or sought:

1. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in Affidavit No. 3 of John David Churchill, sworn February 26, 2024 (the “**Third Churchill Affidavit**”), the Affidavit of John David Churchill, sworn December 6, 2023 (the “**First Churchill Affidavit**”), or Affidavit No. 2 of John David Churchill, sworn January 15, 2024 (the “**Second Churchill Affidavit**”), as the case may be.
2. The Applicants, Athabasca Minerals Inc. (“**AMI**”), together with its affiliates AMI Silica Inc. (“**Silica**”), AMI Aggregates Inc. (“**Aggregates**”), AMI RockChain Inc. (“**RockChain**”), TerraShift Engineering Ltd. (“**TerraShift**”), 2132561 Alberta Ltd. (“**213**”), and 2140534 Alberta Ltd. (“**214**” and collectively with AMI, Silica, Aggregates, RockChain, TerraShift and 213 the “**Companies**” or the “**Applicants**”) seek an order substantially in the form attached hereto as **Schedule “B”**, granting the following relief:
 - (a) abridging the time for service of this Application and the supporting materials, if necessary, and deeming service thereof to be good and sufficient;
 - (b) extending the time by which the Companies may file a proposal to their creditors pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), and the corresponding stay of proceedings up to and including April 25,

2024 (the “**Stay Extension**”), or such other date that this Honourable Court deems appropriate;

- (c) approving a transaction for the sale of substantially all of the Companies’ Business and Property via a share transaction (the “**Transaction**”) to Badger Mining Corporation (“**Badger**” or the “**Purchaser**”) pursuant to a subscription agreement between the Companies and Badger dated February 9, 2024 (the “**Subscription Agreement**”);
- (d) granting the proposed reverse vesting order (“**RVO**”) on substantially the same terms as those set out in the form of proposed order;
- (e) approving certain relief required by the Transaction, including, amongst other things, the addition of a soon to be incorporated private Alberta numbered company (“**ResidualCo**”) as the debtor and Applicant in the within Proposal Proceedings, the appointment of the first director of ResidualCo, and the removal of the Companies from these Proposal Proceedings;
- (f) approving the proposed releases; and
- (g) such further and other relief as may be sought by the Applicants and this Honourable Court deems appropriate.

Grounds for making this application:

Background to Proceedings

3. The Companies operate in the aggregate and industrial mineral industries and for various reasons experienced financial inconsistencies for several years prior to the commencement of these Proposal Proceedings. The Companies’ mitigation efforts included participating in a Court-approved plan of arrangement with JMAC Energy Services LLC (“**JMAC**”), which JMAC terminated prior to the final meeting of shareholders.

4. JMAC is AMI's first secured creditor, a 50% joint venture partner in AMI Silica LLC ("AMIS LLC"), and a 20% shareholder of AMI. The principal of JMAC, Mr. Jon McCreary, was a director of AMI until November 2023.
5. On November 13, 2023 (the "**Filing Date**"), each of the Applicants filed a notice of intention to make a proposal to their creditors pursuant to the BIA with the Office of the Superintendent of Bankruptcy (collectively, the "**Proposal Proceedings**"). KSV Restructuring Inc. was appointed as proposal trustee of each of the Applicants (in such capacity, the "**Proposal Trustee**") respecting these Proposal Proceedings.
6. On December 12, 2023, the Companies obtained an order from this Court (the "**First Order**"), which, *inter alia*: i) extended the stay of proceedings and time to file a proposal to the Companies' creditors up to and including January 26, 2024 (the "**Stay Period**"); ii) approved the stalking horse sale and investment solicitation process ("**SISP**") with JMAC acting as the stalking horse bidder with a stalking horse bid of \$13 million (the "**Stalking Horse Bid**"); iii) authorized the Companies to engage Canaccord Genuity Corp. to act as the sales advisor to the Companies for the purposes of the SISP (the "**Sales Advisor**"); iv) authorized the Companies to enter into an interim financing facility (the "**Interim Financing Facility**") with JMAC acting as the debtor-in-possession lender; and v) approved several priority charges.
7. On January 26, 2024, this Court subsequently granted a further extension of the Stay Period up to and including March 11, 2024 (the "**Second Order**").

The Sales Process Overview

8. The Court-approved stalking horse SISP provided for a single phase sales process with a bid deadline of January 31, 2024 (the "**Bid Deadline**"), with the potential to hold a run-off auction on February 9, 2024. The terms of the Stalking Horse Bid were outlined in a non-binding term sheet (the "**Stalking Horse Term Sheet**"), which provided for an expense reimbursement of \$200,000 payable to JMAC in the event the Stalking Horse Bid was not the Successful Bid pursuant to the SISP (the "**Expense Reimbursement**"). The Stalking

Horse Bid was for substantially all of the Companies' Business and Property, including AMI's 50% Membership Interest in AMIS LLC.

9. The Sales Advisor conducted the SISP and undertook extensive marketing efforts for the Companies' Business and Property, including the following highlights:
 - (a) prepared a Teaser to solicit interest in the Opportunity and compiled a distribution list of potentially interested parties with the assistance of AMI and the Proposal Trustee;
 - (b) undertook a broad marketing approach and reached out to over 100 potential parties on the distribution list and leveraged the knowledge obtained during the Pre-Filing Strategic Process;
 - (c) posted advertisements in both the BOE Report and the Calgary Herald;
 - (d) assisted the Companies in the compilation of key due diligence information and established a virtual data room ("VDR");
 - (e) executed non-disclosure agreements with 16 interested parties to gain access to the VDR;
 - (f) coordinated and participated in various management presentations and site tours of the Hixton mine, located in Hixton, Wisconsin, with Qualified Bidders; and
 - (g) reviewed and considered the bids received from Badger and JMAC with the Companies and assisted in the development of the Auction Rules.

10. The Sales Advisor received one Superior Bid prior to the Bid Deadline from Badger. JMAC submitted their definitive documents for the Stalking Horse Bid after the Bid Deadline passed, but the Companies, in consultation with the Proposal Trustee and Sales Advisor, waived strict compliance with the SISP bid requirements to allow the bid to create competitive tension in the SISP and to proceed to a run-off auction on February 9, 2024 (the "**Auction**").

11. Prior to the Auction, the Companies, in accordance with the SISP, advanced and clarified the definitive documents with each of Badger and JMAC, and, in consultation with the Proposal Trustee and Sales Advisor developed a “Bid Value Differential” to meaningfully compare the total consideration offered by JMAC and Badger under their respective definitive documents given the difficulties expressed by interested parties during the SISP to compete with the Stalking Horse Bid, as they were unable to accurately determine the scope of the assumption of liabilities under the Stalking Horse Bid in their finalized definitive documents. Badger was ultimately required to provide a Bid Value Differential of up to \$111,000 given their bid could give rise to certain employee claims stemming from the potential termination of employment for some employees of the Companies, and whose employment JMAC was willing to assume. Both JMAC and Badger on being advised of this process, agreed to proceed in such fashion.
12. The Proposal Trustee held the Auction virtually on February 9, 2024, in accordance with the Court-approved SISP and the Auction Rules. Both Badger and JMAC agreed to participate in the Auction in accordance with such rules. The opening bid was \$13.1 million and in each subsequent bidding round the participants submitted bids in an amount equal to the Minimum Bid Increment of \$100,000, with the right to bid first in each round alternating between JMAC and Badger. The Proposal Trustee established a bid amount for each round and called on the bidders to advise if they would bid at the established amount. Confirmation of participation in a bidding round entitled the bidders to participate in the next round of bidding. The Proposal Trustee offered off screen adjournments at set bid increments to the Auction Participants, which breaks the Auction Participants could waive to continue bidding if they desired.
13. In round 161 of the Auction, both JMAC and Badger agreed to bid \$29.1 million for substantially all of the Companies’ Business and Property. In accordance with the Auction Rules, both parties were subsequently afforded the right to participate in the next round of bidding.
14. In round 162 of the Auction, Badger had the Winning Bid, which represented the highest and best offer available for the Companies’ Business and Property with a bid of \$29.2 million in accordance with and pursuant to the Court-approved SISP. JMAC declined to

bid first on the final round and their last bid submitted at the Auction was therefore \$29.1 million. The Transaction with Badger is more than double the value of the Stalking Horse Bid and will allow all of the Companies' creditors to be paid in full and provide an estimated return of \$0.15 to \$0.19 cents per share to the Companies' shareholders compared to an estimated \$0.00 to \$0.005 per share that would have been received under the Stalking Horse Bid.

15. Following the Auction, the Proposal Trustee advised the Companies, JMAC, and Badger that Badger's bid of \$29.2 million would be the Winning Bid and JMAC's last bid of \$29.1 million would stand as the Back-Up Bid.

Transaction Structure

16. The Companies, with the support of the Proposal Trustee, worked diligently with Badger to finalize the definitive documents and entered into the Subscription Agreement with Badger.
17. The key terms of the Transaction pursuant to the Subscription Agreement are as follows:
 - (a) **Total Purchase Price:** Approximately \$29.4 million, which includes payment of the \$200,000 Expense Reimbursement to JMAC under the Stalking Horse Term Sheet, plus up to \$111,000 for the Bid Value Differential for payment of any Terminated Employee Claims, and up to \$500,000 for the Disclaimer Liability with respect to any claim as a result of terminated or disclaimed Excluded Contracts, as further set out below. The Purchase Price is to be satisfied by: i) the retention of a \$1,320,000 deposit already delivered by Badger to the Proposal Trustee; ii) a \$50,000 credit to be credited to Badger pursuant to paragraph 15 of the First Order; and iii) a payment in cash by Badger to the Companies for the balance of the Purchase Price;
 - (b) **ResidualCo Notes:** AMI will issue non-interest bearing promissory notes to ResidualCo in consideration for the assumption of the Transferred Liabilities with an aggregate principal amount equal to the same less any Transferred Assets. The

promissory notes will be satisfied by the Companies using the Purchase Price with such structure requested by the Purchaser for tax planning purposes.

- (c) **Permits and Licenses:** All of the permits and licenses in the name of AMI will be preserved, including 11 Land Agreements, 4 Licenses, 6 Mineral Claims, and 9 Permits required to operate its Business;
- (d) **Retained/Excluded Contracts:** Each and every contract, agreement, and commitment held by AMI or the Companies, as applicable, in force immediately prior to the date of the Subscription Agreement, unless otherwise designated by the Purchaser will be a Retained Contract. Where the Purchaser elects to disclaim or terminate a contract, such contract becoming an Excluded Contract, the Purchase Price shall increase by an amount equal to any liability created by such disclaimer or termination. The Purchaser is required to deliver \$500,000 in escrow (the “**Escrow Amount**”) to the Proposal Trustee on Closing to address potential Disclaimer Liability, which amount will be refunded to the Purchaser in the event the Disclaimer Liability is less than the Escrow Amount or further amounts advanced in the event the Disclaimer Liability is greater than the Escrow Amount. On February 25, 2024, through counsel, Badger advised the Companies that they did not intend to terminate or disclaim any agreements (except employee agreements, as further discussed below);
- (e) **Employees:** The parties have agreed to use commercially reasonable efforts to negotiate in good faith: i) the retention of Employees by the Purchaser, or alternatively, ii) transition services agreements, or iii) new employment agreements with Employees. On or before Closing, the Purchaser shall advise AMI which Employees, if any, shall be retained by AMI, and the Purchaser will then assume associated employee obligations for Retained Employees specified in the Subscription Agreement. Any Employee not designated as a Retained Employee will become a Terminated Employee, with such Terminated Employee Claims being a Transferred Liability vesting against ResidualCo. Further, any amounts owing as a result of change-of-control provisions in certain employment contracts will also be a Transferred Liability vesting against ResidualCo. The Companies

anticipate paying any Terminated Employee Claims and claims arising from change-of-control provisions in full from the proceeds of sale, which will also be vested in ResidualCo. On February 25, 2024, through counsel, Badger advised the Companies that they intend to terminate the Companies' nine employees and make new offers of employment to all nine employees;

(f) **Retained Assets:** The Retained Assets under the Transaction are set forth at Schedule "B" to the Subscription Agreement and include, amongst other things:

- (i) AMI's 50% interest in AMIS LLC;
- (ii) all Real Property;
- (iii) all regulatory and license attributes of the Companies;
- (iv) all shares of capital stock or other equity interests in any Affiliate of AMI;
and
- (v) all tax attributes, if any, of the Companies inherent to them, including all rights related to former Tax Returns, Tax Refunds (other than in respect of Transferred Assets), and non-capital loss balance carry forwards (the "**Tax Pools**");

(g) **Retained Liabilities:** The Retained Liabilities under the Transaction are set forth at Schedule "B" to the Subscription Agreement and include, amongst other things:

- (i) any and all regulatory, environmental and governmental liabilities related to the Lands and Buildings and Fixtures;
- (ii) operating liabilities related to Retained Assets, which are not unsecured trade claims, trade payables, or utility bills;
- (iii) income tax liabilities in respect of AMI's 2023 taxation year arising from two disposition of assets, which are anticipated to be offset against the available Tax Pools; and

- (iv) taxes arising as a result of the Transaction;
- (h) **Transferred Liabilities:** Unless otherwise designated by the Purchaser as a Retained Liability, all obligations or liabilities of any nature and kind owed by the Companies, including but not limited to all unsecured debt or secured debt wheresoever and howsoever arising, including by operation of the BIA, court order, or other Applicable Law, which are more particularly set forth at Schedule “B” to the Subscription Agreement. The Transferred Liabilities will retain the same priority they have against the Companies as against ResidualCo as at the time immediately prior to Closing, including the charges created pursuant to the First Order;
- (i) **Cure Costs:** The Purchaser is responsible for payment of specified Cure Costs set forth at Schedule “C” to the Subscription Agreement, which predominantly relate to the deferred royalty payments owed to the Geofounders as referenced in the Cash Flow Forecast exhibited to the Second Churchill Affidavit;
- (j) **Conditions:** The conditions of Closing include amongst other things that:
 - (i) the RVO shall have been issued, entered and shall be a final order;
 - (ii) ResidualCo shall be incorporated; and
 - (iii) the Court shall not have granted or entered an order which confirms, orders, or otherwise states that JMAC is entitled to exercise its contractual ROFR in respect of AMI’s 50% interest in AMIS LLC; and
- (k) **Outside Date:** March 30, 2024.

JMAC’s Asserted ROFR

18. Notwithstanding the significant benefits available pursuant to the Transaction, of which JMAC would be a beneficiary as both a creditor and shareholder, JMAC advised the Companies following the announcement of Badger with the Winning Bid, that they may oppose the requested approval of the Transaction and attempt to exercise a right of first

refusal (“**ROFR**”) contained in Article 11.02 of the Operating Agreement dated January 19, 2021, between AMI and JMAC for AMIS LLC, which ROFR they allege is triggered by the Transaction.

19. JMAC further asserts that they believe the ROFR should apply at the purchase price of \$13.1 million based on the purchase price included in the definitive documents provided by Badger prior to the Auction.
20. The Companies maintain that the ROFR is inapplicable to the Transaction given it involves a sale transaction for the shares of AMI and, in the alternative if the ROFR did apply, JMAC had the opportunity to exercise the same as a participant in the Auction. Lastly, if the ROFR is applicable, it is triggered at the conclusion of the SISP and therefore at the purchase price of \$29.2 million.

Approval of the Transaction and Subscription Agreement

21. The Applicants seek approval of the Transaction and the Subscription Agreement.
22. The Purchase Price under the Transaction is sufficient to pay out the Companies’ creditors in full and provide residual distributions to the Companies’ shareholders in the approximate amount of \$0.15 to \$0.19 per share, representing the highest and best value available for the Companies’ Business and Property for the benefit of all stakeholders.
23. The Companies have satisfied the statutory and common law factors for approval of the Transaction and Subscription Agreement as, amongst other things:
 - (a) the Court-approved SISP was commercially reasonable and followed a single phase process conducted by the Sales Advisor pursuant to the First Order, which allowed the market to be appropriately canvassed and allowed interested parties to perform their own due diligence;
 - (b) the SISP utilized the Stalking Horse Bid to set the floor price for the Companies’ Business and Property to create a competitive process. The Companies further waived strict compliance with the SISP bid requirements to allow JMAC to participate in the Auction to obtain the highest price possible;

- (c) the Sales Advisor conducted the SISP in consultation with the Companies and Sales Proposal Trustee;
- (d) the anticipated residual distributions to the Companies' shareholders would have been unlikely under the alternative transaction presented by the Stalking Horse Bid;
- (e) the Transaction is a going concern solution allowing for the continuation of operations;
- (f) the Companies require the funds from the Transaction to repay their indebtedness to JMAC owing under the Interim Financing Facility before the Facility's Maturity Date on March 12, 2024 (the "**Maturity Date**"); and
- (g) the Proposal Trustee supports the approval of the Transaction and finds the terms and conditions of the Subscription Agreement to be commercially reasonable.

Approval of the RVO

24. The RVO is necessary for a variety of reasons, including that:

- (a) it would allow for the complete preservation of the Companies' roughly 11 Land Agreements, 4 Licenses, 6 Mineral Claims, and 9 Permits required to continue the Companies' aggregate and industrial mineral operations in such highly regulated industries in Western Canada and the Western United States, albeit AMI itself does not hold any regulatory authorizations for its United States interests as those are held by AMIS LLC, avoiding any delays, costs, or unnecessary risks to the completion of the Transaction from having to transfer the same to the Purchaser. Such preservation is particularly important given that the Mineral Claims held by AMI in relation to its interests in the Montney region of British Columbia are subject to a moratorium put in place by the Government of British Columbia on any new mineral claims and it is no longer possible to be granted new mineral claims on these lands. AMI's existing Mineral Claims were grandfathered and continue to be in force as AMI held the same prior to the moratorium. As such, a transfer of the Mineral Claims to the Purchaser may not be possible and these

interests could be reverted back to the Province of British Columbia should such a transfer be attempted risking a decrease in value of the Companies' estate;

- (b) it will preserve certain tax attributes that may be available to the Companies;
 - (c) the Maturity Date of the Interim Financing Facility is March 12, 2024, and the Transaction has an Outside Date of March 30, 2024, making the RVO necessary to implement the Transaction within such time constraints; and
 - (d) approval of the RVO is a condition to closing the Transaction and the Purchaser will not use an alternative structure.
25. Further, there is no other viable alternative that would produce a more favourable economic result than the proposed RVO. The Stalking Horse Bid presents one alternative, but the Stalking Horse Bidder has advised that it is of the view that it would not support the Back-Up Bid of \$29.1 million and would instead assert the ROFR in the AMIS LLC Operating Agreement and pursue a transaction with a purchase price of \$13.1 million, which amount was the opening bid at the Auction and is less than half of the purchase price in the Subscription Agreement. The Stalking Horse Bid also requires the use of an RVO structure in part.
26. The Proposal Trustee is of the view that no stakeholders will be materially worse off under the proposed RVO, particularly as the Companies' creditors are expected to be paid out in full and the Companies' shareholders are expected to receive higher residual distributions as compared to any other viable alternative, such as the Stalking Horse Bid.
27. Lastly, the consideration being paid under the Transaction reflects the importance and value of the Land Agreements, Licenses, Mineral Claims, Permits and Tax Attributes being acquired by the Purchaser.
28. The Proposal Trustee has indicated their support for the proposed RVO.
29. For the above reasons, the Applicants respectfully submit that the proposed RVO should be granted.

ResidualCo Corporate Matters

30. The Transaction contemplates that, pursuant to the terms of the RVO, the Transferred Liabilities will vest in ResidualCo and ResidualCo will subsequently replace the Companies as the debtor company in the within Proposal Proceedings and the Companies will be removed from the same.
31. ResidualCo meets the definition of an insolvent person under the BIA as it will cease to pay its current obligations in the ordinary course of business as they become due. Administration of ResidualCo's estate outside of these Proposal Proceedings would produce uncertainty and inefficiencies for creditors continuing to pursue their claims. In contrast, the addition of ResidualCo to the within Proposal Proceedings would not materially prejudice any stakeholder as such proceedings were commenced under the protections of the BIA and there is no intent for ResidualCo to operate.
32. John David Churchill, the Companies' Chief Financial Officer, has agreed to serve as ResidualCo's sole director (the "**First Director**") if authorized by this Court to do so pursuant to the RVO. Mr. Churchill agreed to serve as the First Director to facilitate the Transaction and on the understanding that ResidualCo will become an entity to these Proposal Proceedings and ultimately be assigned into bankruptcy following the conclusion of the administration of the estate, as a result of the RVO structure and not because of any operational or other decisions that he will make as the First Director. Further, it is anticipated that Mr. Churchill will resign as First Director of ResidualCo prior to the first meeting of the shareholders, notwithstanding section 106(2) of the *Business Corporations Act*, RSA 2000, c B-9.
33. Approving the substitution of ResidualCo for the Companies in the within Proposal Proceedings and granting the requested protections afforded to the First Director are just and appropriate in the circumstances in order to facilitate the Transaction, including the RVO, resulting in the greatest realizations available to the Companies' stakeholders.

Approval of the Releases

34. The RVO provides for: i) KSV Restructuring Inc., in its capacity as the Proposal Trustee, and its legal counsel and representatives; ii) the Companies and their respective current directors, officers, employees, legal counsel, and representatives; iii) the Purchaser and its respective current directors, officers, employees, legal counsel, and representatives; iv) Canaccord Genuity Corp., in its capacity as the Sales Advisor, and its representatives; and v) Mr. Churchill in his capacity as the First Director of ResidualCo (collectively, the “**Released Parties**”), to be released from the Released Claims (as defined in the proposed RVO).
35. The claims to be released include any claims arising out of the Companies’ Business, assets, operations, and affairs during the pendency of these Proposal Proceedings, or the implementation of the Transaction.
36. The proposed releases do not release;
 - (a) any claim that is not permitted to be released pursuant to sections 50(13) and 50(14) of the BIA; or
 - (b) any obligations of any of the Released Parties under or in connection with the Transaction or the Subscription Agreement.
37. The Released Parties have all played integral roles in these Proposal Proceedings, including through the conduct of the SISP and the negotiation and implementation of the proposed Transaction. The proposed release is required by the Purchaser as a condition of the Transaction pursuant to the Subscription Agreement, which as previously noted provides for the highest and best realization on the Companies’ Business and Property for the benefit of all stakeholders. Mr. Churchill also requested a release in his favour in connection with his role as the First Director.

38. The Proposal Trustee is of the view that the proposed releases and the scope of the Released Claims are reasonable in the present circumstances, and are rationally connected to the Transaction and proposed RVO, and are unlikely to materially prejudice any of the Companies' creditors if granted.
39. In the present circumstances, granting the requested releases is appropriate and reasonable.

Approval of the Stay Extension

40. The current Stay Period is set to expire on March 11, 2024. The Applicants are seeking a further extension of the Stay Period for 45 days, up to and including April 25, 2024.
41. The Applicants have acted, and continue to act, in good faith and with due diligence in seeking to stabilize their ordinary course business operations, address their liquidity issues, conclude the Court-approved SISF, and negotiate the Transaction for the benefit of all of their stakeholders.
42. The Stay Extension will allow the Applicants to maintain their business operations and close the Transaction to maximize the value generated from their restructuring efforts for their creditors and stakeholders.
43. No creditors will be materially prejudiced by the requested Stay Extension.
44. The Proposal Trustee supports the granting of the Stay Extension.

Other Grounds

45. The inherent and equitable jurisdiction of this Honourable Court.
46. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

47. Affidavit No. 3 of John David Churchill, sworn February 26, 2024;
48. The Third Report of the Proposal Trustee, to be filed in this proceeding;

49. Affidavit of John David Churchill, sworn December 6, 2023;
50. Affidavit No. 2 of John David Churchill, sworn January 15, 2024;
51. The pleadings and materials previously filed in these Proposal Proceedings; and
52. Such further and other material or evidence as indicated by counsel and permitted by this Honourable Court.

Applicable rules:

53. *Alberta Rules of Court*, AR 124/2010.
54. *Bankruptcy and Insolvency General Rules*, CRC, c 368.
55. Such further and other rules as indicated by counsel and permitted by this Honourable Court.

Applicable Acts and regulations:

56. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and in particular sections 50, 50.4, 64, 65.13, and 183.
57. *Business Corporations Act*, RSA 2000, C B-9, as amended, and in particular section 106.
58. Such further and other Acts and regulations as indicated by counsel and permitted by this Honourable Court.

Any irregularity complained of or objection relied on:

59. None.

How the application is proposed to be heard or considered:

60. In person before the Honourable Justice Little.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) 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 at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

Schedule "A": Service List

SERVICE LIST

COURT FILE NO. **25-3009380**

COURT Court Of King's Bench Of Alberta
In Bankruptcy And Insolvency

JUDICIAL CENTRE Calgary

PROCEEDING In the Matter of the Notice of Intention to make A Proposal of Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc., AMI RockChain Inc., AMI Silica Inc. and TerraShift Engineering Ltd.

DOCUMENT **SERVICE LIST**

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>FASKEN MARTINEAU DUMOULIN LLP First Canadian Centre 350 - 7th Avenue SW, Suite 3400 Calgary, AB T2P 3N9</p> <p>Attention: Robyn Gurofsky Email: rgurofsky@fasken.com</p> <p>Attention: Jessica Cameron Email: jcameron@fasken.com</p> <p>Attention: Anthony Mersich Email: amersich@fasken.com</p>	<p>Counsel to Debtors (Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc., AMI RockChain Inc., AMI Silica Inc. and TerraShift Engineering Ltd.)</p>	<p>Email</p>
<p>KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2</p> <p>Attention: Andrew Basi Email: abasi@ksvadvisory.com</p> <p>Attention: Catherine Theriault Email: ctheriault@ksvadvisory.com</p> <p>Attention: Maha Shah Email: Mshah@ksvadvisory.com</p>	<p>Proposal Trustee</p>	<p>Email</p>

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>BENNETT JONES LLP 4500 Bankers Hall East 855 2 Street SW Calgary, AB T2P 4K7</p> <p>Attention: Keely Cameron Email: cameronk@bennettjones.com</p> <p>Attention: Michael Selnes Email: selnesm@bennettjones.com</p>	<p>Counsel to Proposal Trustee (KSV Restructuring Inc.)</p>	<p>Email</p>
<p>CANADA REVENUE AGENCY Surrey National Verification and Collections Centre 9755 King George Boulevard Surrey BC V3T 5E1</p> <p>Fax (toll-free): 1-833-697-2390</p>	<p>Canada Revenue Agency</p>	<p>Fax</p>
<p>FIELD LAW LLP 400 – 444 7 Avenue SW Calgary, AB T2P 0X8</p> <p>Attention: Doug Nishimura Email: dnishimura@fieldlaw.com</p> <p>Attention: Trevor Batty Email: tbatty@fieldlaw.com</p>	<p>Counsel to Secured Creditor (JMAC Energy Services LLC)</p>	<p>Email</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay St #4000 Toronto, ON M5L 1A9</p> <p>Attention: Linc Rogers Email: linc.rogers@blakes.com</p> <p>Attention: Christopher Keliher Email: christopher.keliher@blakes.com</p>	<p>Counsel to Interested Party (Badger Mining Corporation)</p>	<p>Email</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay St #4000 Toronto, ON M5L 1A9</p> <p>Attention: Caitlin McIntyre Email: caitlin.mcintyre@blakes.com</p>	<p>Counsel to Auditors to Debtors (Grant Thornton)</p>	<p>Email</p>

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>GRANT THORNTON LLP Nova Centre North Tower 1001-1675 Grafton St Halifax, NS B3J 0E9</p> <p>Attention: Robert Riecken Email: robert.riecken@ca.gt.com</p>	Auditors to Debtors	Email
<p>TRISURA GUARANTEE INSURANCE COMPANY c/o Wilson M. Beck Insurance 200, 1311 – 9 Avenue SW Calgary, AB T3C 0H9</p> <p>Attention: Rob Klewchuk (Broker – Wilson M Beck) Email: rklewchuk@wmbeck.com</p>	Insurance Provider (Excess D&O Coverage – AMI)	Email
<p>LIBERTY MUTUAL INSURANCE COMPANY c/o Wilson M. Beck Insurance 200, 1311 – 9 Avenue SW Calgary, AB T3C 0H9</p> <p>Attention: Rob Klewchuk (Broker – Wilson M Beck) Email: rklewchuk@wmbeck.com</p>	Insurance Provider (Umbrella, CGL, Contents, Crime Coverage – AMI)	Email
<p>CONTINENTAL CASUALTY COMPANY c/o Wilson M. Beck Insurance 200, 1311 – 9 Avenue SW Calgary, AB T3C 0H9</p> <p>Attention: Rob Klewchuk (Broker – Wilson M Beck) Email: rklewchuk@wmbeck.com</p>	Insurance Provider (Excess D&O Coverage – AMI)	Email
<p>INTACT INSURANCE COMPANY c/o Wilson M. Beck Insurance 200, 1311 – 9 Avenue SW Calgary, AB T3C 0H9</p> <p>Attention: Rob Klewchuk (Broker – Wilson M Beck) Email: rklewchuk@wmbeck.com</p>	Insurance Provider (Automobile – AMI)	Email
<p>ALLIED WORLD SPECIALTY INSURANCE COMPANY c/o Wilson M. Beck Insurance 200, 1311 – 9 Avenue SW Calgary, AB T3C 0H9</p> <p>Attention: Rob Klewchuk (Broker – Wilson M Beck) Email: rklewchuk@wmbeck.com</p>	Insurance Provider (D&O Coverage – AMI)	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>CFC UNDERWRITING LIMITED c/o Wilson M. Beck Insurance 200, 1311 – 9 Avenue SW Calgary, AB T3C 0H9</p> <p>Attention: Rob Klewchuk (Broker – Wilson M Beck) Email: rklewchuk@wmbeck.com</p>	<p>Insurance Provider (Cyber Insurance – AMI)</p>	<p>Email</p>
<p>CANADIAN WESTERN BANK Suite 1300, 12230 Jasper Ave Edmonton, AB T5N 3K3</p> <p>Attention: Usama Khan Email: usama.khan@cwbank.com</p>	<p>Secured Creditor MasterCard Facility</p>	<p>Email</p>
<p>DON PAULENCU 158, 52327 Range Road 233 Sherwood Park, AB T8B 1C6</p> <p>Email: dpaulencu@telus.net</p>	<p>Unsecured Creditor (Shareholder Loan)</p>	<p>Email</p>
<p>TAVES MANAGEMENT 3923 – 44 Avenue Camrose, AB T4V 3T2</p> <p>Attention: Norm Taves Email: n.taves@tmgi.ca</p>	<p>Unsecured Creditor (Shareholder Loan)</p>	<p>Email</p>
<p>MASTER PLAN INVESTMENTS 4100 Yonge Street, Suite 414 Toronto, ON M2P 2B5</p> <p>Attention: Shimmy Brandes Email: sbrandes@mplanm.com</p>	<p>Unsecured Creditor (Shareholder Loan)</p>	<p>Email</p>
<p>GOVERNMENT OF ALBERTA - FORESTRY AND PARKS, LANDS OPERATIONS DIVISION 5th Floor South Petroleum Plaza 9915 108th Street NW Edmonton, AB T5K 2G8</p> <p>Attention: Brendan Hemens Email: brendan.hemens@gov.ab.ca</p>	<p>Unsecured Creditor</p>	<p>Email</p>

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>REGIONAL MUNICIPALITY OF WOOD BUFFALO 9909 Franklin Avenue For McMurray, AB T9H 2K4</p> <p>Email: feng.liu@rmwb.ca</p>	Unsecured Creditor	Email
<p>BEN KIM 3230 Vercheres Street SW Calgary, AB T2T 3R5</p> <p>Email: byongk@gmail.com</p>	Unsecured Creditor (Shareholder Loan)	Email
<p>KENNY LAW Bell Tower Suite 2603, 10104 103 Ave NW Edmonton, AB T5J 0H8</p> <p>Attention: Julian V. Savaryn Email: jsavaryn@wjkennylaw.com</p>	Counsel to Unsecured Creditor (Philip Schuman)	Email
<p>PACESETTER EQUIPMENT LTD 2610333 Wagonwheel Way Rocky View, AB T4A 0E2</p> <p>Email: accounting@pacesetterequipment.com</p>	Unsecured Creditor	Email
<p>ALBERTA TREASURY BANK 10020 100 St NW #2100 Edmonton, AB T5J 0N3</p> <p>Email: swells1@atb.com</p>	Unsecured Creditor	Email
<p>FIRST INSURANCE FUNDING OF CANADA 20 Toronto St. Suite 700 Toronto, ON M5C 2B8</p> <p>Email: clientservices@firstinsurancefunding.ca</p>	Unsecured Creditor (Insurance Funding – AMI)	Email
<p>IMPERIAL OIL RESOURCES LIMITED 505 Quarry Park Blvd SE Calgary, AB T2C 5N1</p> <p>Email: Contact.imperial@esso.ca</p>	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>CLEAN HARBORS LODGING SERVICES LP 12210 23rd Street NE Edmonton, AB T6S 0A5</p> <p>Attention: Rebecca Grue Email: grue.rebecca@cleanharbors.com</p>	Unsecured Creditor	Email
<p>SMS EQUIPMENT INC. 11285-274 Street Acheson, AB T7X 6P9</p> <p>Name: Margaret Armani Email: marmani@smsequip.com</p>	Unsecured Creditor	Email
<p>EQUITABLE LIFE 1 Westmount Road North, PO Box 1603 Station Waterloo, ON N2J 4C7</p> <p>Email: groupbenefitsadmin@equitable.ca</p>	Unsecured Creditor (Employee Benefits)	Email
<p>WCB ALBERTA 9912 107 Street Edmonton, AB T5K 1G5</p> <p>Email: ebusiness.support@wcb.ab.ca</p>	Unsecured Creditor	Email
<p>BROADRIDGE INVESTOR COMMUNICATION SOLUTIONS PO Box 57461, Station A Toronto, ON M5W 5M5</p> <p>Email: brcan-ar@broadridge.com</p>	Unsecured Creditor	Email
<p>ENVIROSHRED INC. 4378 116 Avenue SE Calgary, AB T2Z 3Z9</p> <p>Attention: Christine West Email: cwest@enviroshred.net</p>	Unsecured Creditor	Email
<p>TSX TRUST COMPANY 301-100 Adelaide Street West Toronto, ON M5H 4H1</p> <p>Email: trustpayments@tmx.com</p>	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
ALPAC PO Box 8000 Boyle, AB T0A 0M0 Email: keiran.lazowski@alpac.ca	Unsecured Creditor	Email
PIONEER OFFROAD RENTALS 8835 – 53 Avenue Edmonton, AB T6E 5E9 Email: hlenz@pioneerrentals.ca	Unsecured Creditor	Email
RED DOOR CLEANING LTD 137 Keyport Circle Leduc, AB T9E 0M4 Attention: Karen Hudson Email: info@reddoorcleaning.ca	Unsecured Creditor	Email
TELUS MOBILITY PO Box 8950 Station Terminal Vancouver, BC V6V 3B3 Attention: Brayden Teale Email: brayden.teale@telus.com	Unsecured Creditor (monthly phone contracts)	Email
EPCOR PO Box 500 Edmonton, AB T5J 3Y3; or 2000-10423 101 Street NW Edmonton, AB T5H 0E8	Unsecured Creditor (utilities contract – Edm)	Courier
NEWSFILE #380-1100 Melville St Vancouver, BC V6E 4A6 Email: office@newsfilecorp.com	Unsecured Creditor	Email
PROACTIVE INVESTORS NORTH AMERICA INC. Suite 965, 1055 West Georgia Steet Vancouver, BC V6E 3P3 Email: accounts@proactiveinvestors.com	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>CALGARY PETROLEUM CLUB 319 5th Ave SW Calgary, AB T2P 0L5</p> <p>Email: accrec@calpeteclub.com</p>	Unsecured Creditor	Email
<p>LINDE CANADA INC. Po Box 2531, Station M Calgary, AB T2P 0S6</p> <p>Email: albertacustomercare@linde.com</p>	Unsecured Creditor	Email
<p>AOC LEISMER CORNER PARTNERSHIP 1200, 251- 9th Ave Sw Calgary, AB T2P 1K3</p> <p>Email: msloane@atha.com</p>	Unsecured Creditor	Email
<p>JOE SOFTWARE INC 5523 92nd Street NW Edmonton, AB T6E 3A4</p> <p>Email: accounting@joesoftware.com</p>	Unsecured Creditor	Email
<p>MADILL THE OFFICE COMPANY PO Box 44028 Garside Edmonton, AB T5V 1M8</p> <p>Email: sales@gomadill.com</p>	Unsecured Creditor	Email
<p>XEROX CANADA LTD. 2 Sheppard Ave E, Suite 1200 Toronto, ON M2N 5Y7</p> <p>Attention: Stephanie Grace Email: stephanie.grace@xerox.com</p>	Unsecured Creditor	Email
<p>XEROX 5616 80 Ave SE Calgary, AB T2C 4N5</p> <p>Attention: Stephanie Grace Email: stephanie.grace@xerox.com</p>	Unsecured Creditor (photocopier lease)	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>PURE WATER CONNECTION 10739-180 Street Edmonton, AB T5S 1G6</p> <p>Email: accounts@purewaterconnection.ca</p>	Unsecured Creditor	Email
<p>WASTE CONNECTIONS OF CANADA INC. 3410-74 Avenue Edmonton, AB T6B 2P7</p> <p>Attention: Nicole Brandstrom Email: nicole.brandstrom@wasteconnections.com</p>	Unsecured Creditor	Email
<p>CNN CORPORATE SERVICES LTD. #160, 717 & Ave Sw Calgary, AB T2P0Z3</p> <p>Email: cnn4@cnnsearch.com</p>	Unsecured Creditor	Email
<p>CALOFF PROPERTIES LTD. c/o TRIOVEST REALTY 122 West 8th Avenue Vancouver, BC V5Y 1N2</p> <p>Attention: Theresa Nicholson Email: tnicholson@triovest.com</p>	Unsecured Creditor (Calgary Office Lease)	Email
<p>APITUPI ANICINAPEK TRUCKING LTD. 174 Main Street Kirkland Lake, ON P2N 3G1</p> <p>Attention: Tess Meachern Email: tess.meachern@wahgoshigresources.com</p>	Unsecured Creditor	Email
<p>BROADRIDGE ICS P.O. Box 416423 Boston, MA 02241-6423</p> <p>Attention: Firdosh Valsadia Email: firdosh.valsadia@broadridge.com</p>	Unsecured Creditor	Email
<p>PUROLATOR INC. P.O. Box 4800, Stn Main Concord, ON L4K 0K1</p> <p>Email: ontarioAR@purolator.com</p>	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>EVANS & EVANS Suite 130, Third Floor, Bentall II 555 Burrard Street Vancouver, BC V7X 1M8</p> <p>Email: admin@evansevans.com</p>	Unsecured Creditor	Email
<p>CMN CALGARY INC. (COLLIERS) 900 – 335 Royal Bank Bldg 8th Avenue SW Calgary, AB T2P 1C9</p> <p>Attention: Casey Roland Email: casey.roland@colliers.com</p>	Unsecured Creditor	Email
<p>AMEX BANK OF CANADA Corporate Service Centre P.O. Box 7000 Station B Willowdale, ON M2K 2R6</p> <p>Attention: Angela Jong Email: angela.f.jong@aexp.com</p>	Unsecured Creditor	Email
<p>PAUL LEVEILLE 11138 – 81 Ave NW Edmonton, AB T6G 0S5</p> <p>Email: paul.levaille@athabascaminerals.com</p>	Unsecured Creditor	Email
<p>JANEEN OGLOZA 9436 – 76 St NW Edmonton, AB T6C 2K6</p> <p>Email: ogloza@ualberta.ca</p>	Unsecured Creditor	Email
<p>CANADA WEST LAND SERVICES LTD. 5774 – 10 St. NE Calgary, AB T2E 8W7</p> <p>Email: payments@canadawestland.com</p>	Unsecured Creditor	Email
<p>ASPEN LAND GROUP 11213 Winterburn Road NW Edmonton, AB T5S 2B2</p> <p>Email: dshennan@aspenlandgroup.com</p>	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>ABA DATA 4728 – 78A Street Close Red Deer, AB T4P 2J2</p> <p>Email: support@abadata.ca</p>	Unsecured Creditor	Email
<p>JEFFREY SHAUN MAJORS Senior Legal Counsel, Exploration Data</p> <p>Email: jmajors3@slb.com</p>	Counsel to SLB (Schlumberger)	Email
<p>SIERRA GEOLOGICAL CORP 624 Rideau Road SW Calgary, AB T2S 0R6</p> <p>Attention: William (Bill) Dynes Email: billdynes@me.com</p>	Royalty Holder (Prosvita Project 2140534 Alberta Ltd.)	Email
<p>102004623 SASKATCHEWAN INC. 624 Rideau Road SW Calgary, AB T2S 0R6</p> <p>Attention: Jason Nelson Email: jvnelson@shaw.ca</p>	Royalty Holder (Prosvita Project 2140534 Alberta Ltd.)	Email
<p>799462 ALBERTA LTD. 624 Rideau Road SW Calgary, AB T2S 0R6</p> <p>Attention: Tim Bergen Email: tbergen16@shaw.ca</p>	Royalty Holder (Prosvita Project 2140534 Alberta Ltd.)	Email
<p>LAND TITLE AND SURVEY AUTHORITY OF BC Suite 500 – 11 Eighth Street New Westminster, BC V3M 3N7</p> <p>Attention: Chris Smith Email: chris.smith@ltsa.ca</p>	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>McKAY METIS GROUP LP Box 5000 Fort McMurray, AB T9H 3G2</p> <p>Attention: Amie Lovell Email: alovell@fmmgl.com</p>	Unsecured Creditor	Email
<p>SHAW CABLESYSTEMS G.P. PO Box 2468, Stn Main Calgary, AB T2P 4Y2</p> <p>Attention: Shaw Business Department Email: inquiries@shawbusiness.ca</p>	Unsecured Creditor	Email
<p>SHAW TELECOM G.P. 3636 – 23 Ave NE Calgary, AB T2E 8Z5</p> <p>Attention: Shaw Business Department Email: inquiries@shawbusiness.ca</p>	Unsecured Creditor	Email
<p>YYC TECH CONSULTING #101, 344 Cove Road Chestermere, AB T1X 1L5</p> <p>Attention: Jonathan Hartney Email: jon@yyc-tech.com</p>	Unsecured Creditor	Email
<p>CITY OF CALGARY – ASSESSMENT & TAX 800 Macleod Trail SE PO Box 2405, Stn M Calgary, AB T2P 3L9</p> <p>Attention: Assessment & Tax Department Fax: 403-538-6111</p>	Unsecured Creditor	Fax
<p>PEARCE DURICK 314 East Thayer Avenue PO Box 400 Bismarck, North Dakota 58502</p> <p>Attention: Zachary Pelham Email: zep@pearce-durick.com</p>	Royalty Holder (Prosvita Project 2140534 Alberta Ltd.)	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>SUNCOR ENERGY PRODUCTS PARTNERSHIP PO Box 8500 Don Mills, ON M3C 3B2</p> <p>Attention: Credit Inquiries Email: superpasscustomerservice@petro-canada.ca</p>	Unsecured Creditor	Email
<p>648745 ALBERTA LTD. R.R. #1 Boyle, AB T0A 0M0</p> <p>Attention: Ed Zilinski Email: dtparkatti@mcallisterllp.com</p>	Land Holder (Prosvita)	Email
<p>ISN SOFTWARE CANADA LTD. c/o Lockbox 310390 PO Box 578, Stn M Calgary, AB T2P 2J2</p>	Unsecured Creditor	Courier
<p>RENOWN DOWNHOLE SOLUTIONS INC. 5201 – 60 Street Lloydminster, AB T9V 2S9</p> <p>Attention: Colleen Turner Email: colleen@renownds.com</p>	Subtenant (Calgary)	Email
<p>CANOE PROCUREMENT (formerly REGIONAL MUNICIPALITIES OF ALBERTA) 2510 Sparrow Drive Nisku, AB T9E 8N5</p> <p>Attention: Fred Krause Email: fred@canoeprocurement.ca</p>	Purchase Program Contract – AMI RockChain)	Email
<p>ALBERTA ENVIRONMENT AND PARKS Operations Division Provincial Programs Branch Provincial Approvals Section 5th Floor, South Petroleum Plaza 9915 – 108 Street Edmonton, AB T5K 2G8</p> <p>Attention: Marie Maingat Fax: 780-427-1029</p>	Lease No. DML 130162 (Firebag)	Fax

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>ALBERTA ENVIRONMENT AND PARKS Operations Division Provincial Programs Branch Provincial Approvals Section 5th Floor, South Petroleum Plaza 9915 – 108 Street Edmonton, AB T5K 2G8</p> <p>Attention: Marie Maingat Fax: 780-427-1029</p>	<p>License of Occupation DLO 130748 (Firebag)</p>	<p>Fax</p>
<p>ALBERTA ENVIRONMENT AND PARKS Operations Division Provincial Programs Branch Provincial Approvals Section 5th Floor, South Petroleum Plaza 9915 – 108 Street Edmonton, AB T5K 2G8</p> <p>Attention: Jane Fletcher Fax: 780-427-1029</p>	<p>Surface Mineral Lease - SML 130021 (Firebag)</p>	<p>Fax</p>
<p>ALBERTA ENVIRONMENT AND PARKS Operations Division Provincial Programs Branch Provincial Approvals Section 5th Floor, South Petroleum Plaza 9915 – 108 Street Edmonton, AB T5K 2G8</p> <p>Attention: Jane Fletcher Fax: 780-427-1029</p>	<p>Licence of Occupation – DLO220117 (Firebag)</p>	<p>Fax</p>
<p>ROBERT DALE MARSHALL PO Box 167 Arras, BC V1C 1 B0 Tel: 1-250-843-7612 <i>or</i> 1-250-219-4556</p> <p>Attention: Robert Marshall</p>	<p>Landowner (temporary workspace agmt – Montney)</p>	<p>Courier</p>
<p>RALPH & RALPH FARMS RR 1 Station LCD Dawson Creek, BC V1G 4E7</p> <p>Attention: George Joseph Ralph Email: ngralph@pris.ca</p>	<p>Landowner (temporary workspace agmt – Montney)</p>	<p>Email</p>

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
<p>FRANCES MARGARET ADAMS RR1 Station LCD Dawson Creek, BC V1G 4E7 Tel: 1-250-843-7705</p> <p>Attention: Frances Margaret Adams</p>	<p>Landowner (temporary workspace agmt – Montney)</p>	<p>Courier</p>
<p>DONNA LEE KANE Box 27 Rolla, BC V1G 2G0</p> <p>Attention: Donna Lee Kane Email: dkane@pris.ca</p>	<p>Landowner (temporary workspace agmt – Montney)</p>	<p>Email</p>
<p>SHANNON GAIL McKINNON 238 Mountain Park Drive SE Calgary, AB T2Z 2K3</p> <p>Attention: Shannon Gail McKinnon Email: peacecountry@msn.com</p>	<p>Landowner (temporary workspace agmt – Montney)</p>	<p>Email</p>
<p>CHERYL LYNN McKENZIE 3583 Rosia Road Prince George, BC V2K 4Y6</p> <p>Attention: Cheryl Lynn McKenzie Email: hal.cheri.mckenzie@gmail.com</p>	<p>Landowner (temporary workspace agmt – Montney)</p>	<p>Email</p>
<p>EXPORT DEVELOPMENT CANADA 150 Slater Ottawa, ON K1A 1K3</p> <p>Attention: Victoria Farrell Email: VFarrell@edc.ca</p> <p>Suite 3400, 10180 – 101 Street Edmonton, AB T5J 3S4</p> <p>Attention: Martin Perez Taylor Email: MPerezTaylor@edc.ca</p>		<p>Email</p>

SERVICE LIST

SERVICE LIST EMAIL ADDRESSES

rgurofsky@fasken.com; jcameron@fasken.com; amersich@fasken.com; abasi@ksvadvisory.com; ctheriault@ksvadvisory.com; Mshah@ksvadvisory.com; cameronk@bennettjones.com; selnesm@bennettjones.com; dnishimura@fielddlaw.com; tbatty@fielddlaw.com; linc.rogers@blakes.com; christopher.keliher@blakes.com; jonathan.hope@trisura.com; usama.khan@cwbank.com; dpaulencu@telus.net; n.taves@tmgi.ca; sbrandes@mplanm.com; feng.liu@rmwb.ca; byongk@gmail.com; accounting@pacesetterequipment.com; swells1@atb.com; clientservices@firstinsurancefunding.ca; Contact.imperial@esso.ca; grue.rebecca@cleanharbors.com; marmani@smsequip.com; groupbenefitsadmin@equitable.ca; ebusiness.support@wcb.ab.ca; brancar@broadridge.com; cwest@enviroshred.net; robert.rieken@ca.gt.com; trustpayments@tmx.com; keiran.lazowski@alpac.ca; hlenz@pioneerrentals.ca; info@reddoorcleaning.ca; brayden.teale@telus.com; office@newsfilecorp.com; accounts@proactiveinvestors.com; accrec@calpeteclub.com; albertacustomer@linde.com; msloane@atha.com; accounting@joesoftware.com; sales@gomadill.com; accounts@purewaterconnection.ca; nicole.brandstrom@wasteconnections.com; cnn4@cmnsearch.com; calgcustserv@culliganwater.ca; tnicholson@triovest.com; tess.mceachern@wahgoshigresources.com; firdosh.valsadia@broadridge.com; ontarioAR@purolator.com; admin@evansevans.com; casey.roland@colliers.com; parking@calgary.ca; angela.f.jong@aexp.com; paul.levaille@athabascaminerals.com; ogloza@ualberta.ca; payments@canadawestland.com; dshennan@aspenslandgroup.com; support@abadata.ca; caitlin.mcintyre@blakes.com; jsavaryn@wjkennylaw.com; jmajors3@slb.com; billdynes@me.com; jvnelson@shaw.ca; tbergen16@shaw.ca; brendan.hemens@gov.ab.ca; VFarrell@edc.ca; MPerezTaylor@edc.ca; stephanie.grace@xerox.com; fred@canoeprocurement.ca; colleen@renownds.com; dtparkatti@mcallisterllp.com; zep@pearce-durick.com; jon@yyc-tech.com; rklewchuk@wmbeck.com; superpasscustomerservice@petro-canada.ca; chris.smith@ltsa.ca; alovell@fmmgl.com; inquiries@shawbusiness.ca; ngraph@pris.ca; dkane@pris.ca; peacecountry@msn.com; hal.cheri.mckenzie@gmail.com;

FAX:

1.	Canada Revenue Agency 1-833-697-2390
2.	City Of Calgary – Assessment & Tax 1-403-538-6111
3.	Alberta Environment And Parks 1-780-427-1029

COURIER:

1.	EPCOR 2000-10423 101 Street NW Edmonton, AB T5H 0E8
2.	ISN SOFTWARE CANADA LTD. c/o Lockbox 310390 PO Box 578, Stn M Calgary, AB T2P 2J2
3.	ROBERT DALE MARSHALL PO Box 167 Arras, BC V1C 1 B0
4.	FRANCES MARGARET ADAMS RR1 Station LCD Dawson Creek, BC V1G 4E7

Schedule "B": Form of Order

COURT FILE NUMBER & **25-3009380**
BANKRUPTCY ESTATE
NUMBER
COURT

COURT OF KING'S BENCH OF ALBERTA, IN
BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

CALGARY

MATTER

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, C B-3 AS
AMENDED

AND IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
ATHABASCA MINERALS INC., AMI SILICA
INC., AMI AGGREGATES INC., AMI
ROCKCHAIN INC., TERRASHIFT ENGINEERING
LTD., 2132561 ALBERTA LTD., and 2140534
ALBERTA LTD.

APPLICANTS

ATHABASCA MINERALS INC., AMI SILICA
INC., AMI AGGREGATES INC., AMI
ROCKCHAIN INC., TERRASHIFT ENGINEERING
LTD., 2132561 ALBERTA LTD., and 2140534
ALBERTA LTD.

DOCUMENT

**TRANSACTION APPROVAL AND REVERSE
VESTING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Fasken Martineau DuMoulin LLP

Attn: Robyn Gurofsky / Jessica Cameron

3400 First Canadian Centre

350-7 Avenue SW

Calgary, AB T2P 3N9

Telephone: (403) 261-9469/261-9468

Facsimile: (403) 261-5351

Email: rgurofsky@fasken.com / jcameron@fasken.com

File No. 318938.00024

DATE ON WHICH ORDER WAS PRONOUNCED: March 8, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J.S. Little

UPON THE APPLICATION of Athabasca Minerals Inc. (“**AMI**”), AMI Silica Inc., AMI Aggregates Inc., AMI RockChain Inc., TerraShift Engineering Ltd., 2132561 Alberta Ltd., and 2140534 Alberta Ltd. (collectively, the “**Companies**”), for an order, among other things, approving the reverse vesting share transaction (the “**Transaction**”) in respect of AMI

contemplated by the Subscription Agreement between AMI and Badger Mining Corporation (the “**Purchaser**”) dated February 9, 2024 (the “**Subscription Agreement**”), and attached as Exhibit ● to the affidavit of John David Churchill sworn February 26, 2024 (the “**Third Churchill Affidavit**”);

AND UPON HAVING READ the within Notice of Application, the Third Churchill Affidavit and the Third Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Companies (in such capacity, the “**Proposal Trustee**”) dated ● (the “**Third Report**”), the Affidavit of Service of Kim Picard, sworn ●, the Order of this Court granted on December 12, 2023 (the “**First Order**”), and the other pleadings previously filed in the within proposal proceedings;

AND UPON HEARING the submissions of counsel for the Companies, the Proposal Trustee, the Purchaser, and such other counsel in attendance at the hearing of this application:

IT IS HEREBY ORDERED THAT:

SERVICE

1. Service of the notice of this application for this Order 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 the time for service of this application is abridged to that actually given and this application is properly returnable today.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Subscription Agreement and the First Order, as applicable.

APPROVAL OF THE TRANSACTIONS

3. The Subscription Agreement and the Transactions contemplated by it are hereby approved, and the execution of the Subscription Agreement by AMI is hereby authorized and approved, with such amendments as AMI and the Purchaser may agree to. AMI is hereby authorized and directed to perform its obligations under the Subscription

Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions. In the event of any conflict between the terms of the Subscription Agreement and this Order, this Order shall prevail.

4. Subject to the terms of the Subscription Agreement, this Order shall constitute the only authorization required in respect of AMI proceeding with the Transactions, and no shareholder or other approval shall be required in connection therewith.

REORGANIZATION

5. Subject to the terms of the Subscription Agreement, upon delivery of a certificate from the Proposal Trustee confirming Closing of the Transactions has occurred, substantially in the form set out in Schedule "A" hereto (the "**Proposal Trustee's Certificate**"), the following, among other things, shall occur and be deemed to occur in accordance with the timing, sequence, terms and conditions set forth in the Subscription Agreement:
 - a) the Purchaser shall deliver the Purchase Price (for the subscription and purchase of the Purchased Shares by AMI), and the Escrow Amount, if applicable, to the Proposal Trustee, on behalf of and for the benefit of AMI, and the Purchase Price shall be dealt with in accordance with the Closing Sequence in the Subscription Agreement;
 - b) the Terminated Employees shall be terminated by AMI or the Companies, as applicable;
 - c) all directors of AMI immediately prior to the Closing Date shall be deemed to resign and the new directors named on the Subscription Agreement shall be deemed to be appointed as directors of AMI;
 - d) each issued and outstanding Common Share held by a Company Shareholder immediately prior to the Closing Date shall be exchanged without any further act or formality thereof for consideration in the form of one ResidualCo Share for

each Common Share formerly held by each Company Shareholder immediately prior to the Closing Date;

- e) each Equity Interest that is issued and outstanding immediately prior to the Closing Date, together with any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of AMI shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Reverse Vesting Order; and
 - f) AMI shall, in consideration for the Purchase Price, issue the Purchased Shares to the Purchaser in accordance with the Subscription Agreement, free and clear of and from any and all Claims, Losses and Encumbrances.
6. The Purchaser and AMI, in completing the Transactions, are authorized to:
- a) execute and deliver any documents and assurances governing or giving effect to the Transactions as the Purchaser and/or AMI, in their discretion, may deem to be reasonably necessary or advisable to conclude the Transactions, including the execution of all such ancillary documents as may be contemplated in the Subscription Agreement or necessary or desirable for the completion and implementation of the Transactions, and all such ancillary documents are hereby ratified, approved and confirmed; and
 - b) take such steps as are, in the opinion of the Purchaser and/or AMI, necessary or incidental to the implementation of the Transactions.
7. The Proposal Trustee may rely on any documents, assurances, or written notices, from AMI, the Companies, and the Purchaser, as applicable, regarding the fulfillment of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Proposal Trustee's Certificate following the receipt of such document, assurance, or written notice.

8. The Registrar appointed pursuant to Section 263 of the *Business Corporations Act*, RSA 2000, c B-9 (“**ABCA**”) shall accept and receive any documents or instruments as may be required to permit or enable and effect the Transactions contemplated in the Subscription Agreement, filed by AMI, and the effective date for any certificate or authorization issued by the Registrar shall be the date of Closing.
9. The Purchaser, the Companies, and ResidualCo are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Reorganization, including, without limitation, the issuance of the Purchased Shares, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Reorganization.
10. This Order shall constitute the only authorization required by the Purchaser, the Companies, or ResidualCo to proceed with the Transaction, including, without limitation, the Reorganization and, except as specifically provided in the Subscription Agreement, no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction in respect of the Companies is required for the due execution, delivery and performance by the Purchaser, the Companies and by ResidualCo of the Subscription Agreement and the completion of the Transaction.

VESTING OF ASSETS AND LIABILITIES

11. Subject to the terms of the Subscription Agreement, upon delivery of the Proposal Trustee’s Certificate, the following, among other things, shall occur and be deemed to occur in accordance with the timing, sequence, terms and conditions set forth in the Subscription Agreement:

- a) all legal and beneficial right, title and interest of the Companies in and to the Transferred Assets (which, for certainty, does not include the Purchase Price) shall be transferred to ResidualCo and shall vest absolutely and exclusively with ResidualCo, and all Encumbrances attached to the Transferred Assets prior to the transfer shall continue to attach to the Transferred Assets following the transfer with the same nature and priority as they had immediately prior to their transfer;
- b) all Transferred Liabilities shall be transferred to, assumed by and vest absolutely and exclusively with ResidualCo in consideration for the ResidualCo Notes and the Transferred Assets, and the Transferred Liabilities shall be novated and become obligations of ResidualCo and shall no longer, under any circumstances, be or represent obligations of the Companies;
- c) the Companies shall be forever released and discharged from all Transferred Liabilities and all Encumbrances securing the Transferred Liabilities, and any obligations thereunder, shall be forever released and discharged in respect of the Companies and the Retained Assets;
- d) the Retained Assets will be retained by AMI in each case free and clear of and from any and all Claims, Losses and Encumbrances including, as applicable, without limiting the generality of the foregoing: (i) any Encumbrances or charges created by the SISP Order or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), or any other personal property registry system or pursuant to *The Lands Title Act* (Alberta) or any other land titles or similar registry system, all of which affect or relate to the Purchased Shares and/or the Retained Assets shall be expunged and discharged as against the Purchased Shares and Retained Assets, as applicable, in accordance with the Reverse Vesting Order;
- e) AMI shall satisfy the amounts owing under the ResidualCo Notes (including on behalf of the Subsidiaries, which in such case shall constitute a contribution of capital by AMI to the Subsidiaries) using the Purchase Price. If the aggregate

principal amount of the ResidualCo Notes exceeds the Purchase Price then any such remaining unpaid principal amount of the ResidualCo Notes shall be extinguished for nil consideration and AMI and its Subsidiaries shall have no further liability or obligation to ResidualCo. If the aggregate principal amount of the ResidualCo Notes is less than the Purchase Price then any remaining Purchase Price shall vest in ResidualCo to be administered by the Proposal Trustee (as trustee of ResidualCo) for the benefit of ResidualCo's creditors (which creditors arise from the assumption of the Transferred Liabilities);

- f) the Companies shall cease to be applicants in the Proposal Proceedings and the Companies shall be deemed to be released from the purview of the First Order and all other Orders of this Court granted in relation to the Proposal Proceedings;
- g) ResidualCo shall replace the Companies as applicants and debtor, as applicable, in the Proposal Proceedings and shall be subject to the terms of all Orders granted in the Proposal Proceedings;
- h) the Proposal Trustee's powers shall be enhanced in respect of ResidualCo, including the authority to authorize and direct ResidualCo to make an assignment in bankruptcy and the Proposal Trustee shall be authorized to be appointed as trustee in bankruptcy of the estate of ResidualCo; and
- i) AMI shall cease to be a reporting issuer by Order of the Alberta Securities Commission and the Ontario Securities Commission under the securities legislation of the jurisdictions in which AMI is a reporting issuer.

12. As of the Effective Time:

- a) AMI shall continue to hold all right, title and interest in and to the Retained Assets and Retained Contracts, free and clear of all Claims, Losses and Encumbrances other than the Retained Liabilities; and
- b) AMI shall be deemed to have disposed of the Transferred Assets and shall have no right, title or interest in or to the Transferred Assets.

13. For greater certainty, any person that, prior to the Effective Time, had a Claim, Loss, or Encumbrance other than a Retained Liability against the Companies or their assets, properties or undertakings shall, as of the Effective Time, no longer have any such Claim, Loss, or Encumbrance against or in respect of the Companies or the Retained Assets, but shall have an equivalent Claim, Loss, or Encumbrance, as applicable, against: (a) the Transferred Assets, and (b) all amounts received by ResidualCo in satisfaction of the ResidualCo Notes (together, the “**ResidualCo Assets**”), to be administered by the Proposal Trustee in ResidualCo from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim, Loss, or Encumbrance had immediately prior to its transfer to ResidualCo, and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim, Loss, or Encumbrance of any Person as against the ResidualCo Assets to be administered by the Proposal Trustee in ResidualCo.

14. For greater certainty, from and after the Effective Time, all contracts, leases, licenses, and agreements to which the Companies are a party upon delivery of the Proposal Trustee’s Certificate will be and shall remain in full force and effect upon and following delivery of the Proposal Trustee’s Certificate and no individual firm, corporation, governmental body, agency, or any other entity (collectively a “**Person**”) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform, or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution, or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination will have any validity or effect, by reason of:
 - a) the insolvency of the Companies or the fact that the Companies sought or obtained relief under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”);

 - b) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transaction or the provisions of this Order, or any other Order of the Court in these proceedings;

- c) any transfer or assignment, or any change of control of Companies arising from the implementation of the Subscription Agreement, the Transaction, or the provisions of this Order; or
 - d) any event that occurred on or prior to the delivery of the Proposal Trustee's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Companies).
15. Notwithstanding paragraph 13, all cure costs shall be paid by the Purchaser or ResidualCo, as applicable and as set out in the Subscription Agreement, to the relevant counterparty to a Retained Contract, on or before the date that is 30 days following the Effective Time or such later date as may be agreed to by the Purchaser or ResidualCo, as applicable, and the relevant counterparty to a Retained Contract.
16. From and after the Effective Time, the Purchaser and/or AMI shall be authorized to take all steps as may be necessary to effect the discharge and release as against AMI and the Retained Assets of the Claims, Losses and Encumbrances that are transferred to and vested in ResidualCo pursuant to this Order.
17. Upon the delivery of the Proposal Trustee's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to AMI, the Retained Assets or the Transferred Assets (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Proposal Trustee'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 give effect to the terms of this Order and the completion of the Transactions, and to discharge and release all Claims, Losses and Encumbrances other than Retained Liabilities against or in respect of the Companies and the Retained Assets, and presentment of this Order and the Proposal Trustee's Certificate shall be the sole and sufficient authority for the Governmental Authorities to do so.

RESIDUALCO MATTERS

18. John David Churchill (the “**First Director**”) is hereby authorized, *nunc pro tunc*, to act as director and officer of ResidualCo and, in such capacity, is hereby authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the Transactions.
19. Notwithstanding Section 106 of the ABCA, the First Director shall be entitled to tender his resignation as a director and officer upon the appointment of the Proposal Trustee in respect of ResidualCo in these proposal proceedings and the granting and issuance of this Order.
20. The First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except for any liability or obligation incurred as a result of fraud, gross negligence, or wilful misconduct on their part.
21. ResidualCo shall be deemed to be the former employer of any former employees of AMI or the Companies who were terminated between the filing date, November 13, 2023, and the Effective Time, if any, whose claims against the Companies are transferred to ResidualCo pursuant to this Order, provided that such deeming: (i) shall be effective immediately after the Effective Time; and (ii) will solely be for the purposes of termination pay and severance pay pursuant to the *Wage Earners Protection Program*. For greater certainty, the Terminated Employee Claims shall be and constitute Transferred Liabilities which, pursuant to this Order and the Closing Sequence, shall be discharged as against AMI and transferred to ResidualCo.
22. The administration of ResidualCo shall remain subject to the Proposal Trustee’s appointment and oversight, and this Court’s oversight and these proposal proceedings.
23. Following the satisfaction and discharge of all Transferred Liabilities, all outstanding ResidualCo Shares shall be cancelled for either: (i) no consideration; or (ii) in the event the Transferred Assets are sufficient to satisfy all Transferred Liabilities against ResidualCo, and notwithstanding any provision of the ABCA, such amounts as determined by the Proposal Trustee in its sole discretion. Following the foregoing, all such ResidualCo Shares together with any agreement, contract, plan, indenture, deed,

certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of ResidualCo shall be deemed terminated and cancelled in accordance with and pursuant to the this Order. The record date for such payment shall be set as the date of granting of this Order.

24. In addition to and without limiting the rights and protections afforded to the Proposal Trustee pursuant to the BIA, the First Order, and any subsequent Order granted by this Court in the within proceedings, the Proposal Trustee and its employees and representatives shall not incur any liability as a result of acting in accordance with this Order or administering ResidualCo, save and except for any gross negligence or wilful misconduct on the part of any such parties. All protections afforded to the Proposal Trustee pursuant to the First Order, any further Order granted in these proceedings or under the BIA shall continue to apply.

RELEASES AND OTHER PROTECTIONS

25. From and after the Effective Time, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Companies, the Purchaser, the Proposal Trustee, the First Director, or the Retained Assets, in any way relating to, arising from or in respect of:
- a) the Transferred Assets;
 - b) any and all Claims, Losses or Encumbrances other than the Retained Liabilities against or relating to the Companies, the Transferred Assets or the Retained Assets existing immediately prior to the Effective Time;
 - c) the insolvency of the Companies prior to the Effective Time;
 - d) the commencement or existence of the notice of intention proceedings; or

- e) the completion of the Transactions.
26. From and after the Effective Time, the Purchaser and the Companies shall be released from all Claims, Losses and Encumbrances with respect to any Taxes of, in respect of, or that relate to, the Companies, including, without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or the Companies (including their Affiliates and any predecessor corporations) pursuant to Sections 160 and 160.01 of the *Income Tax Act* (Canada) and Section 325 of the GST Legislation and including as a result of any future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with the Companies; provided, as it relates to the Purchaser and the Companies, such release shall not apply to any Taxes in respect of the business and operations conducted by the Companies after the Effective Time. For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to Taxes or obligations in respect thereof that are transferred to ResidualCo.
27. From and after the Effective Time, (a) the Companies, and their respective current directors, officers, employees, legal counsel, representatives and advisors; (b) the Proposal Trustee, and its employees, representatives and legal counsel, (c) the Purchaser, and its current directors, officers, employees, legal counsel, representatives and advisors, (d) Canaccord Genuity Corp., in its capacity as Sales Advisor, and its employees and representatives, and (e) the First Director (collectively, the “**Released Parties**” and each a “**Released Party**”) shall be and are hereby released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time in any way relating to, arising out of, or in respect of, these proposal proceedings, the administration of ResidualCo, or with respect to their respective conduct in these proposal proceedings (collectively, the “**Released Claims**”), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim

or liability that is determined by a court of competent jurisdiction to have constituted actual fraud, gross negligence, or wilful misconduct on the part of the applicable Released Party.

28. Other than as provided for in the Subscription Agreement, no action or other proceeding shall be commenced against any of the Released Parties in any way arising from or related to these proposal proceedings or ResidualCo, except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the applicable Released Party and upon further order security, as security for costs, the full indemnity costs of the applicable Released Party in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

MISCELLANEOUS MATTERS

29. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), AMI and the Companies are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Companies' records pertaining to past and current employees of the Companies. The Purchaser shall maintain and protect the privacy of such information in accordance with Applicable Law 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 by AMI prior to the Effective Time.
30. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Certificate forthwith after delivery thereof to the Purchaser.
31. Notwithstanding:
- a) the pendency of these proceedings;
 - b) any application for a bankruptcy Order now or hereafter issued pursuant to the BIA or otherwise and any bankruptcy or receivership Order issued pursuant to any such application; or
 - c) the provisions of any federal or provincial statute,

the execution of the Subscription Agreement and the implementation of the Transactions shall be binding on any trustee or other administrator in respect of ResidualCo and any trustee in bankruptcy or receiver that may be appointed in respect of the Companies and shall not be void or voidable by creditors of ResidualCo or the Companies, 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 or at common law, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

32. Following the Effective Time, the style of cause of these proposal proceedings shall be hereby amended by being deleted and replaced in its entirety by the following:

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY
ACT, RSC 1985, C B-3 AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF **RESIDUALCO**

33. The Companies, the Purchaser, the Proposal Trustee, and any other interested party 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 and to assist and aid the parties in completing the Transactions.
34. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Subscription Agreement and all amendments thereto, in connection with any dispute involving the Companies or ResidualCo, and to adjudicate, if necessary, any disputes concerning the Companies or ResidualCo related in any way to the Transactions.
35. This Court hereby requests the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, including the State of Wisconsin, United States, and the State of North Dakota, United States, 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

Proposal Trustee 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 orders and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order.

36. Service of this Order may be effected by facsimile, electronic mail, personal delivery, registered mail or courier.

**Justice of the Court of King's Bench of
Alberta**

Schedule "A" - Form of Proposal Trustee's Certificate

COURT FILE NUMBER & **25-3009380**
BANKRUPTCY ESTATE
NUMBER

Clerk's Stamp

COURT COURT OF KING'S BENCH OF
ALBERTA, IN BANKRUPTCY &
INSOLVENCY

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE
BANKRUPTCY AND INSOLVENCY ACT,
RSC 1985, C B-3 AS AMENDED

AND IN THE MATTER OF THE NOTICE
OF INTENTION TO MAKE A
PROPOSAL OF ATHABASCA
MINERALS INC., AMI SILICA INC.,
AMI AGGREGATES INC., AMI
ROCKCHAIN INC., TERRASHIFT
ENGINEERING LTD., 2132561
ALBERTA LTD., and 2140534 ALBERTA
LTD.

DOCUMENT **Proposal Trustee's Certificate**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Fasken Martineau DuMoulin LLP
Attn: Robyn Gurofsky / Jessica Cameron
3400 First Canadian Centre
350-7 Avenue SW
Calgary, AB T2P 3N9
Telephone: (403) 261-9469/261-9468
Facsimile: (403) 261-5351
Email: rgurofsky@fasken.com / jcameron@fasken.com
File No. 318938.00024

RECITALS

- A. On November 13, 2023, Athabasca Minerals Inc. (“**AMI**”), AMI Silica Inc., AMI Aggregates Inc., AMI RockChain Inc., TerraShift Engineering Ltd., 2132561 Alberta Ltd., and 2140534 Alberta Ltd. (collectively, the “**Companies**”) each filed a notice of intention to make a proposal to their creditors (the “**Proposal Proceedings**”) with the Office of the Superintendent of Bankruptcy. KSV Restructuring Inc. was appointed as the proposal trustee of the Companies’ within Proposal Proceedings (and in such capacity the “**Proposal Trustee**”).
- B. Pursuant to an Order of the Honourable _____ of the Alberta Court of King’s Bench, Judicial District of Calgary (the “**Court**”) dated _____, 2024 (the “**Transaction Approval Order**”), the Court approved the transactions contemplated by the Subscription Agreement dated February 9, 2024 (the “**Subscription Agreement**”) between AMI and Badger Mining Corporation (the “**Purchaser**”).
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Subscription Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Shares payable on the Closing Date and the Escrow Amount, if applicable, pursuant to the Subscription Agreement and the Transaction Approval Order;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by AMI and/or the Purchaser, as the case may be; and
3. The Transactions contemplated by the Subscription Agreement and the Transaction Approval Order have been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at _____ on _____, 2024.

**KSV Restructuring Inc., in its capacity as
Proposal Trustee of and not in its personal
or corporate capacity**

Per: _____

Name: Andrew Basi

Title: Managing Director