Form 27
[Rules 6.3 and 10.52(1)]

COURT FILE NUMBER & BANKRUPTCY ESTATE NUMBER	**25-3009380, 25-3009384, 25-3009386, 25-3009385, 25-3009379, 25-3009389, 25-3009398**	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA, IN BANKRUPTCY AND INSOLVENCY	
JUDICIAL CENTRE	Calgary	
	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 VARIOUS RELIEF**	

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 RESPONDENT): 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 master/judge.

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

Date	December 12, 2023
Time	2:00 pm (Calgary time)
Where	Calgary Courts Centre, 601 5 St SW, Calgary, AB T2P 5P7
Before Whom	The Honourable Associate Chief Justice B. Nixon

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. 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 the notice required for this Application and dispensing with service on any other person, other than those served;

   (b) continuing and procedurally consolidating the Companies' seven separate Proposal Proceedings into one Court Action Number and Bankruptcy Estate Number, under Court Action No. and Bankruptcy Estate No. 25-3009380, for administrative purposes;

   (c) permitting the Companies to file a joint proposal to their creditors;

   (d) extending the time by which the Companies may file a proposal to their creditors pursuant to the BIA (the "**Filing Period**"), and the corresponding stay of proceedings (the "**Stay Extension**"), for 45 days to and including January 26, 2024;

   (e) approving and granting an administration charge in the amount of $350,000 (the "**Administration Charge**"), against all of the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever (including all real and personal property), and wherever situate, including all proceeds thereof (collectively the "**Property**") to secure the professional fees and disbursements of the Proposal Trustee, the Proposal Trustee's legal counsel, and the Applicants' legal counsel, whether incurred before or after the granting of the order;

   (f) authorizing AMI to enter into the Interim Financing Term Sheet dated December 4, 2023 (the "**Interim Financing Term Sheet**") between the Applicants and JMAC Energy Services LLC (in such capacity the "**Interim Lender**") for committed terms for interim financing, and authorizing borrowings under the Interim Financing Facility in an amount up to $2,850,000 (the "**Interim Financing Facility**");

(g) approving and granting a charge in favour of the Interim Lender against the Applicants' Property in an amount up to $2,850,000 (the "**Interim Lender's Charge**"), to secure repayment of the obligations owing under the Interim Financing Facility by AMI to the Interim Lender;

(h) approving the Companies' engagement of Canaccord Genuity Corp. (the "**Sales Advisor**") to act as sales advisor to the Companies in the within Proposal Proceedings, and approving the engagement letter entered into between the Companies and the Sales Advisor dated December 5, 2023 (the "**Engagement Letter**");

(i) approving and granting a charge in favour of the Sales Advisor against the Applicants' Property in an amount not to exceed $450,000 (the "**Sales Advisor's Charge**"), to secure payment of the obligations owing by the Applicants under the Engagement Letter to the Sales Advisor;

(j) approving the Companies' proposed sales and investment solicitation process ("**SISP**"), as more particularly described below;

(k) approving the Companies' agreement to pay the Expense Reimbursement (as defined in the Stalking Horse Term Sheet between the Companies and JMAC Energy Services LLC (in such capacity the "**Stalking Horse Bidder**") dated December 5, 2023 (the "**Stalking Horse Term Sheet**")), pursuant to and in accordance with the terms of the Stalking Horse Term Sheet. The Companies are not otherwise seeking approval of the transaction contemplated by the Stalking Horse Term Sheet at this time;

(l) approving the Companies' proposed key employee retention plan ("**KERP**"), as more particularly described below;

(m) approving and granting a charge in favour of the KERP beneficiaries against the Applicants' Property in an amount not to exceed $260,000 (the "**KERP Charge**"), to secure payment of the obligations owing by the Applicants under the KERP to the KERP beneficiaries;

(n) approving and granting a Directors & Officers Charge in an amount not to exceed $60,000 (the "**Directors' Charge**"), to secure the indemnity of the Applicants' directors and officers for liabilities they may incur during the Proposal Proceedings, to the extent coverage is not already in place under the Applicants' applicable insurance policies;

(o) granting the aforementioned Court-ordered priority charges the following relative priorities:

(i) First – the Administration Charge to a maximum amount of $350,000;

(ii) Second – the Interim Lender's Charge to a maximum amount of $2,850,000;

(iii) Third – the Sales Advisor's Charge to a maximum amount of $450,000;

(iv) Fourth – the Directors' Charge to a maximum amount of $60,000; and

(v) Fifth – the KERP Charge to a maximum amount of $260,000,

(p) Extending AMI's obligation to hold an annual general meeting ("**AGM**") of its shareholders until three (3) months following the closing of a transaction respecting all, or substantially all of, the Companies' Property or business, should a requirement to hold an AGM remain present at that time;

(q) sealing Confidential Exhibits "1", "2", "3" and "4" (the "**Confidential Material**") to the Affidavit of John David Churchill, sworn on December 5, 2023 (the "**Churchill Affidavit**"); and

(r) such further and other relief as counsel may advise and this Honourable Court may permit.

Grounds for making this application:

Background to Proceedings

2. 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 *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (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 the Proposal Proceedings.

3. The Applicants' business is focused on the exploration, development, and production of aggregates and industrial minerals in Western Canada. Over the past several years, the Companies have experienced inconsistence revenue streams, resulting in net operating losses and an inability to generate the cash flow required to support the annual expenses associated with being a public company. Since about November 2022, the Companies have been attempting to mitigate these issues by divesting themselves of certain business divisions, downsizing their employee workforce, and divesting of non-core assets.

4. Due to these liquidity constraints, the Applicants engaged in a pre-filing strategic process mid-2023 (the "**Pre-Filing Strategic Process**") that resulted in multiple bids to acquire the business and Property, and repay their obligations. The selected bid through that process was to be implemented by way of a Court-approved plan of arrangement. Unfortunately, prior to the final meeting of stakeholders to approve that plan of arrangement, the counterparty terminated the arrangement agreement. Shortly thereafter, the Applicants commenced the within Proposal Proceedings in order to stabilize their business.

5. Through the Proposal Proceedings, the Applicants intend to implement a stalking horse sales and investment solicitation process ("**SISP**"). The Applicants engaged in a competitive process for the selection of the Stalking Horse Bidder, and also had several

parties interested in acquiring, or making an investment in, their business through the Pre-Filing Strategic Process. Based on the value of the Stalking Horse bid, it is the Applicants' expectation that a transaction resulting from the SISP will provide sufficient consideration to repay creditors in full, and potentially offer the opportunity for distributions to be made to the Companies' equity holders. The granting of the requested orders will enable the Applicants to implement the SISP in order to maximize value for all of their stakeholders.

6. The Applicants are supported on this Application by the Proposal Trustee.

Procedural Consolidation

7. The Court may procedurally consolidate notice of intention to make a proposal proceedings where it will avoid a multiplicity of proceedings and will reduce the costs associated with multiple filings. The factors favouring consolidation in the present case are as follows:

   (a) The Companies operate a single integrated business, with AMI as the parent company of all of the other Applicants;

   (b) The Applicants share accounting, administration, human resources and financial functions;

   (c) The proposed SISP contemplates a transaction for the entirety of the Companies' business and Property, through one collective marketing process; and

   (d) There is a significant overlap between the Companies' secured and unsecured creditors.

8. Consolidation of the seven bankruptcy estates will avoid a multiplicity of proceedings, encourage efficiency, and reduce costs, all to the benefit of the Companies' stakeholders. The Applicants therefore submit that procedural consolidation of the Proposal Proceedings into a single court action and bankruptcy estate is appropriate, as is the ability to make a joint proposal to their creditors.

The Administration Charge

9. The Applicants seek approval of the Administration Charge in an amount not to exceed $350,000, to secure the professional fees and disbursements of the Proposal Trustee, the Proposal Trustee's legal counsel, and the Applicant's legal counsel, whether incurred before or after the Filing Date, in priority to all other charges and encumbrances.

10. The beneficiaries of the proposed Administration Charge will each play distinct and critical roles in the Proposal Proceedings and the Companies' restructuring efforts. It is unlikely that the professional advisors would participate in the Proposal Proceedings without the benefit of the Administration Charge.

11. The Proposal Trustee and Interim Lender are supportive of the Administration Charge.

The Interim Financing

12. In connection with the within Proposal Proceedings, the Applicants have agreed upon the terms for the provision of interim financing with the Interim Lender, pursuant to which the Interim Lender has agreed to provide the Interim Financing Facility to the Applicants in the maximum principal amount of $2,850,000.

13. As set out in the Applicants' cash flow forecast, the Applicants require interim financing in order to fund their operations and pursue restructuring efforts, including payment of an imminent cash call in Silica's primary asset, its 50% interest in AMI Silica LLC, to avoid dilution of that interest, as well as implementation of the proposed SISP.

14. The proposed Interim Financing Facility is conditional upon, among other things, the approval of the Interim Financing Term Sheet and granting of the Interim Lender's Charge by this Court. The Interim Lender's Charge is proposed to be subordinate only to the Administration Charge.

15. The Proposal Trustee believes that the Interim Financing Facility and corresponding Interim Lender's Charge are appropriate and reasonably necessary in the circumstances.

The Directors' Charge

16. The Applicants are seeking approval of the Directors' Charge to secure their obligation to indemnify the directors and officers for liabilities that they may incur in their capacities as such during the within Proposal Proceedings.

17. While the directors and officers of the Company have the benefit of insurance policies in respect of their potential liabilities, the coverage is subject to certain exclusions and limitations, such that there is a potential for insufficient coverage in respect of potential director and officer liabilities. The Directors' Charge will provide certainty to the directors and officers with respect to potential personal liability if they continue in their current capacities in the context of the Proposal Proceedings.

18. The continued involvement of the directors and officers is essential to the success of the Applicants' Proposal Proceedings. Absent the Directors' Charge, the directors and officers are unlikely to be willing to assume the risks inherent to the Proposal Proceedings.

19. The Applicants have worked with the Proposal Trustee to calculate the directors' and officers' potential exposure, and propose the quantum of the Directors' Charge based on that exposure. The potential exposure was based on considerations of potential liabilities arising from unremitted employee source deductions, unpaid employee wages, and unremitted GST/PST obligations, calculated on a monthly basis.

20. The Proposal Trustee is supportive of the Directors' Charge. It is proposed that the Directors' Charge would be subordinate to the Administration Charge, the Interim Lender's Charge, and the Sales Advisor's Charge, but would rank in priority to all other charges and encumbrances.

The KERP

21. The Companies have certain key management and employees who perform roles critical to advancing their restructuring, including implementation of the proposed SISP. This includes individuals with institutional knowledge of the Companies and their business, as well as specialized knowledge necessary for operations and to maximize value during the proposed SISP.

22. The Applicants have serious concerns that these individuals will seek alternative employment if not properly incentivized to remain with the Companies through their restructuring process. Unfortunately, it would be difficult for the Companies to replace any of these individuals given their respective unique knowledge and skill sets, and familiarity with the Companies' business and operations. Due to the Companies' already limited staffing complement, the Applicants believe it is critical to provide an incentive to these individuals to remain with the Companies to assist with their restructuring efforts.

23. Accordingly, the Companies have worked with the Proposal Trustee to develop the proposed KERP. The key terms of the proposed KERP are as follows:

    (a) Of the Company's 9 employees, 6 individuals are eligible participants under the KERP;

    (b) The maximum aggregate amount payable under the proposed KERP is $260,000;

    (c) KERP participants are eligible to receive a payment based on a percentage of their annual salary that ranges between 16% to 50%, which percentage is based upon the employee's seniority within the Companies, and expected contribution to the Companies' restructuring efforts;

    (d) 25% of the total KERP payment payable to each KERP participant is payable upon the Court's approval of the proposed SISP, and

    (e) The remaining 75% of the total KERP payment payable to each KERP participant is payable upon the earliest of:

        (i) The Companies successfully implement a proposal to their creditors in the Proposal Proceedings;

        (ii) The Companies successfully implement a plan of arrangement or compromise, in the event the Proposal Proceedings are converted to proceedings under the CCAA;

        (iii) The Companies successfully close a transaction for all, or substantially all of, their business or Property; or

        (iv) A bankruptcy event respecting the Companies occurs, which could include any one of the following events: a receiver is appointed over the Companies and their property, the Companies' assets are assigned to a Trustee in bankruptcy, or a bankruptcy order is made respecting the Companies.

24. In addition to approval of the KERP, the Applicants also seek approval of the KERP Charge, which would be a Court-ordered priority charge on the Applicants' Property in favour of the beneficiaries of the KERP in order to secure the obligations payable to such beneficiaries thereunder. The KERP Charge is proposed to be subordinate to the Administration Charge, the Interim Lender's Charge, the Sales Advisor's Charge, and the Directors' Charge, but otherwise have priority over all other claims and encumbrances.

25. The Proposal Trustee is supportive of the KERP and granting of the corresponding KERP Charge.

26. The Applicants submit that the proposed KERP contains the appropriate arm's length safeguards, is necessary, and is of a reasonable design that it is appropriate to approve the KERP and corresponding KERP Charge in the present circumstances.

The Engagement of the Sales Advisor

27. The Engagement Letter with the Sales Advisor provides that the Sales Advisor is to assist the Company with implementing the proposed SISP, which assistance will include, amongst other things:

    (a) Preparation of marketing materials to advertise the SISP;

    (b) Contacting potential bidders to solicit interest in the opportunity;

    (c) Assisting the Companies in establishing a virtual data room for parties to conduct due diligence throughout the SISP;

    (d) Coordinating the execution of confidentiality agreements for parties interested in participating in the SISP;

    (e) Assisting in the conduct of due diligence by potential bidders, including scheduling management presentations and site tours;

    (f) Reviewing and evaluating bids received through the SISP and providing advice to the Companies and the Proposal Trustees with respect thereto; and

    (g) Assisting the Companies with closing a transaction(s) under the SISP.

28. The Sales Advisor has familiarity with the Companies' business and Property, having previously been retained by the Companies earlier this year to assist them with the Pre-Filing Strategic Process.

29. The Sales Advisor is a recognized expert on mergers and acquisition activity, with experience in the aggregates and industrial minerals industry, including in distressed situations.

30. The Sales Advisor's experience and expertise will assist the Companies in achieving the objectives of the within Proposal Proceedings, namely the maximization of value for all

stakeholders. The Proposal Trustee supports the Companies' engagement of the Sales Advisor to the Companies in the within Proposal Proceedings.

31. The approval of the Sales Advisor to act as the sales and marketing agent to the Companies with respect to the proposed SISP and approval of the Engagement Letter is therefore appropriate in the circumstances.

32. Pursuant to the Engagement Letter, the Companies have agreed to grant the Sales Advisor a charge over their Property to secure payment of fees and expenses payable to the Sales Advisor thereunder. The maximum amount of the proposed Sales Advisor's Charge is $450,000. It is proposed that the Sales Advisor Charge will rank subordinate to the Administration Charge and the Interim Lender's Charge, but in priority to all other claims and encumbrances.

33. The approval of the Sales Advisor Charge is reasonable, necessary and appropriate in the circumstances.

Approval of the Stalking Horse SISP

34. The Applicant has developed the proposed stalking horse SISP, in consultation with the Proposal Trustee, for the purpose of soliciting interest in, and opportunities for, an acquisition, restructuring, recapitalization or other form of reorganization of the business and affairs of the Companies.

35. Structured as a stalking horse, the proposed SISP was designed to provide certainty and stability that a transaction would be imminent respecting the Companies, as well as create competitive tension through the stalking horse sales process design, in order to maximize value for the Companies' stakeholders, including shareholders.

36. Indeed, the Stalking Horse Bidder was selected through a competitive process itself, whereby two parties who had previously submitted bids in the Companies' Pre-Filing Strategic Process were invited to submit bids to become the stalking horse bidder in the Companies' anticipated sales and investment solicitation process.

37. The proposed SISP contemplates a single phase sales process, whereby participants are invited to submit a final bid by January 31, 2024. In the event offers superior to the Stalking Horse offer are received, the Companies will hold a run-off auction, to be conducted virtually using Microsoft Teams through open rounds of bidding, until the highest and best price is achieved.

38. The Companies, in consultation with the Proposal Trustee, considers that the proposed SISP, under the BIA, is in their and their creditors' and stakeholders' best interests. It is the Companies' expectation that they, their creditors, and their other stakeholders will derive a greater benefit from the proposed SISP than through a liquidation in a receivership or a bankruptcy.

39. The Applicants submit that approval of the proposed stalking horse SISP at this time will likely result in the best recovery to their stakeholders, and it should therefore be approved.

Approval of the Expense Reimbursement

40. On this Application, the Companies are not seeking approval of the Stalking Horse Term Sheet, other than for the limited purpose of having the offer serve as a stalking horse under the proposed SISP. If the Stalking Horse offer is the Successful Bid pursuant to the terms of the SISP, further approval of the Court will be sought and required for the approval of such Successful Bid and the transaction contemplated thereby. However, the Companies are seeking approval of the Expense Reimbursement in the event a more favourable offer is received through the SISP. An Expense Reimbursement of $200,000, representing the Stalking Horse Bidder's genuine estimate of the expenses it has incurred in relation to conducting the initial due diligence required to submit the Stalking Horse Offer and professional fees it has incurred in negotiating and finalizing the Stalking Horse Term Sheet.

41. The Proposal Trustee has confirmed that the requested Expense Reimbursement is within the range of reasonable bid protections in considering approval of stalking horse bids. There is no break fee associated with the Stalking Horse offer.

42. The Expense Reimbursement properly recognizes the benefit being conveyed to the Companies by the Stalking Horse offer setting the floor for a sales process, as well as the time, effort and resources spent by the Stalking Horse Bidder who may ultimately be outbid in the SISP. It is therefore appropriate and reasonable to approve the Expense Reimbursement pursuant to the terms of the Stalking Horse Term Sheet.

The Stay Extension

43. The time for the Applicants to file a proposal to their creditors and the corresponding stay of proceedings presently expires on December 13, 2023. The Applicants are seeking an extension to the Filing Period and the Stay Extension for 45 days, to and including January 26, 2024.

44. 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, develop the proposed KERP, and develop a viable plan for the benefit of all of their stakeholders.

45. The Stay Extension will allow the Applicants to maintain their business operations while the SISP is conducted, and enhance the likelihood that they will be able to make a viable proposal to their creditors at the conclusion of the SISP.

46. The Proposal Trustee supports the granting of the extension to the Filing Period and Stay Extension.

The AGM Extension

47. AMI held its last annual meeting of its shareholders ("**AGM**") on June 21, 2022. Pursuant to section 132 of the Alberta *Business Corporations Act*, AMI was required to call an AGM on or before September 21, 2023.

48. AMI has obtained two extensions from this Court in a separate proceeding to extend the deadline to hold its AGM, such that the present deadline is now January 31, 2024.

49. AMI is seeking an extension of its obligation to hold an AGM until three (3) months following the closing of a transaction respecting all, or substantially all of, the Companies' Property or business, should a requirement to hold an AGM remain present at that time.

50. The Applicants submit that greater value will be achieved for its stakeholders, including shareholders, if AMI is able to concentrate its efforts on the proposed SISP, rather than preparation for an AGM.

51. Given the public nature of these Proposal Proceedings, and AMI's filing obligations with SEDAR+, shareholders have access to information regarding the Companies' ongoing restructuring efforts, including current financial information.

52. It is therefore in the best interests of AMI, and in fact all of the Applicants, for AMI's obligation to hold its AGM to be further extended.

The Sealing Order

53. The Applicants also seek a sealing order with respect to the Confidential Materials. The Confidential Materials pertain to the KERP, contain a copy of the Sales Advisor's Engagement Letter, and also contains the proposed commercial terms for interim financing and a stalking horse bid from the alternate bidder.

54. The KERP contains commercially sensitive and personal information of the beneficiaries listed therein. It reveals individually identifiable information, including, among other things, compensation information. Disclosure of such sensitive personal information may cause harm to the KERP beneficiaries. The protection of such information is an important commercial and privacy interest that should be protected.

55. Further, the Engagement Letter contains commercially sensitive information regarding the Sales Advisor's fee structure, which if disseminated could adversely impact its commercial interests in future mandates. The Sales Advisor has requested that the Applicants seek a sealing order with respect to the entirety of the Engagement Letter in order to protect its commercial interests.

56. The proposals received from the alternate bidder contain commercially sensitive information regarding the offers put forward to participate in this process as a stalking horse bidder and interim lender. If these proposals were disseminated it could adversely impact the Companies' proposed SISP, as well as that party's competitive tension in such process. In this instance, the public importance of maintaining this commercially sensitive information outweigh the public interest of the open court policy.

57. The salutary effects of the sealing order, which protects the general commercial interest of maintaining confidentiality, personal information, and commercial interests, far outweighs the deleterious effects of restricting the accessibility of court proceedings.

58. It is therefore reasonable and appropriate to grant the requested sealing order in the circumstances, sealing the Confidential Materials.

Other Grounds

59. The inherent and equitable jurisdiction of this Honourable Court.

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

Material or evidence to be relied on:

61. The Affidavit of John David Churchill, sworn December 6, 2023;

62. The First Report of the Proposal Trustee, to be filed in this proceeding; and

63. Such further and other material or evidence as indicated by counsel and permitted by this Honourable Court.

Applicable rules:

64. *Alberta Rules of Court*, AR 124/2010, and in particular Part 6, Division 4.

65. *Bankruptcy and Insolvency General Rules*, CRC, c 368.

66. Such further and other rules as indicated by counsel and permitted by this Honourable Court.

Applicable Acts and regulations:

67. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and in particular sections 50.4, 50.6, 64.1, 64.2, 65.13, 69 and 183.

68. *Business Corporations Act*, RSA 2000, c B-9, and in particular section 132.

69. 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:

70. None.

How the application is proposed to be heard or considered:

71. In person, on affidavit evidence, before the Honourable Associate Chief Justice B. Nixon, via WebEx video conferencing.

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

SCHEDULE "A"
SERVICE LIST

ESTATE NUMBER	**25-3009398, 25-3009385, 25-3009386, 25-3009389, 25-3009384, 25-3009379 and 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
FASKEN MARTINEAU DUMOULIN LLP First Canadian Centre 350 - 7th Avenue SW, Suite 3400 Calgary, AB T2P 3N9 **Attention:** **Robyn Gurofsky** Email: rgurofsky@fasken.com **Attention:** **Jessica Cameron** Email: jcameron@fasken.com **Attention:** **Anthony Mersich** Email: amersich@fasken.com	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.)	Email
KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2 **Attention:** **Andrew Basi** Email: abasi@ksvadvisory.com **Attention:** **Catherine Theriault** Email: ctheriault@ksvadvisory.com **Attention:** **Maha Shah** Email: Mshah@ksvadvisory.com	Proposal Trustee	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
BENNETT JONES LLP 4500 Bankers Hall East 855 2 Street SW Calgary, AB T2P 4K7 **Attention:** **Keely Cameron** Email: cameronk@bennettjones.com **Attention:** **Michael Selnes** Email: selnesm@bennettjones.com	Counsel to Proposal Trustee (KSV Restructuring Inc.)	Email
CANADA REVENUE AGENCY Surrey National Verification and Collections Centre 9755 King George Boulevard Surrey BC V3T 5E1 Fax (toll-free): 1-833-697-2390	Canada Revenue Agency	Fax
FIELD LAW LLP 400 – 444 7 Avenue SW Calgary, AB T2P 0X8 **Attention:** **Doug Nishimura** Email: dnishimura@fieldlaw.com **Attention:** **Trevor Batty** Email: tbatty@fieldlaw.com	Counsel to Secured Creditor (JMAC Energy Services LLC)	Email
BLAKES, CASSELS & GRAYDON LLP 199 Bay St #4000 Toronto, ON M5L 1A9 **Attention:** **Linc Rogers** Email: linc.rogers@blakes.com **Attention:** **Kris Keliher** Email: christopher.keliher@blakes.com	Counsel to Interested Party (Badger Mining Corporation)	Email
TRISURA GUARANTEE INSURANCE COMPANY 333 Bay Street Suite 1610, Box 22 Toronto, ON M5H 2R2 **Attention:** **Jonathan Hope** Email: jonathan.hope@trisura.com	Secured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
CANADIAN WESTERN BANK Suite 1300, 12230 Jasper Ave Edmonton, AB T5N 3K3 **Attention:** **Usama Khan** Email: usama.khan@cwbank.com	Secured Creditor	Email
DON PAULENCU 158, 52327 Range Road 233 Sherwood Park, AB T8B 1C6 Email: dpaulencu@telus.net	Unsecured Creditor	Email
TAVES MANAGEMENT 3923 – 44 Avenue Camrose, AB T4V 3T2 **Attention:** **Norm Taves** Email: n.taves@tmgi.ca	Unsecured Creditor	Email
MASTER PLAN INVESTMENTS 4100 Yonge Street, Suite 414 Toronto, ON M2P 2B5 **Attention:** **Shimmy Brandes** Email: sbrandes@mplanm.com	Unsecured Creditor	Email
GOVERNMENT OF ALBERTA- ROYALTY AND LEASE PAYABLE 9915 108 Street, 5th Floor Edmonton, AB T5K 2G8 **Attention:** **Brenda Huxley** Email: Brenda.huxley@gov.ab.ca	Unsecured Creditor	Email
GOVERNMENT OF ALBERTA – ENVIRONMENT & PARKS 9915 – 108 St. Edmonton, AB T5K 2G8 **Attention:** **Brenda Huxley** Email: Brenda.huxley@gov.ab.ca	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
REGIONAL MUNICIPALITY OF WOOD BUFFALO 9909 Franklin Avenue For McMurray, AB T9H 2K4 Email: feng.liu@rmwb.ca	Unsecured Creditor	Email
BEN KIM 3230 Vercheres Street SW Calgary, AB T2T 3R5 Email: byongk@gmail.com	Unsecured Creditor	Email
PHILIP SCHUMAN 11444 – 67 Street NW Edmonton, AB T5B 1L4 Email: schumanphilip@gmail.com	Unsecured Creditor	Email
PACESETTER EQUIPMENT LTD 2610333 Wagonwheel Way Rocky View, AB T4A 0E2 Email: accounting@pacesetterequipment.com rentals@pacesetterequipment.com	Unsecured Creditor	Email
ALBERTA TREASURY BANK 10020 100 St NW #2100 Edmonton, AB T5J 0N3 Email: swells1@atb.com	Unsecured Creditor	Email
FIRST INSURANCE FUNDING OF CANADA 20 Toronto St. Suite 700 Toronto, ON M5C 2B8 Email: clientservices@firstinsurancefunding.ca	Unsecured Creditor	Email
IMPERIAL OIL RESOURCES LIMITED 505 Quarry Park Blvd SE Calgary, AB T2C 5N1 **Attention: Deanna Miller** Email: deanna.miller@esso.ca	Unsecured Creditor	Email

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

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
GRANT THORNTON LLP Nova Centre North Tower 1001-1675 Grafton St Halifax, NS B3J 0E9 **Attention:** **Robert Riecken** Email: robert.riecken@ca.gt.com	Auditors to Debtors	Email
TSX TRUST COMPANY 301-100 Adelaide Street West Toronto, ON M5H 4H1 Email: trustpayments@tmx.com	Unsecured Creditor	Email
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	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
EPCOR PO Box 500 Edmonton, AB T5J 3Y3; or 2000-10423 101 Street NW Edmonton, AB T5H 0E8	Unsecured Creditor	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
CALGARY PETROLEUM CLUB 319 5th Ave SW Calgary, AB T2P 0L5 Email: accrec@calpeteclub.com	Unsecured Creditor	Email
LINDE CANADA INC. Po Box 2531, Station M Calgary, AB T2P 0S6 Email: albertacustomercare@linde.com	Unsecured Creditor	Email
AOC LEISMER CORNER PARTNERSHIP 1200, 251- 9th Ave Sw Calgary, AB T2P 1K3 Email: msloane@atha.com	Unsecured Creditor	Email
JOE SOFTWARE INC 5523 92nd Street NW Edmonton, AB T6E 3A4 Email: accounting@joesoftware.com	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
MADILL THE OFFICE COMPANY PO Box 44028 Garside Edmonton, AB T5V 1M8 Email: sales@gomadill.com	Unsecured Creditor	Email
XEROX CANADA LTD. PO Box 4539, Station A Toronto, ON M5W 4P5 Email: customerinquiry@xerox.com	Unsecured Creditor	Email
XEROX 5616 80 Ave SE Calgary, AB T2C 4N5 Email: customerinquiry@xerox.com	Unsecured Creditor	Email
PURE WATER CONNECTION 10739-180 Street Edmonton, AB T5S 1G6 Email: accounts@purewaterconnection.ca	Unsecured Creditor	Email
WASTE CONNECTIONS OF CANADA INC. 3410-74 Avenue Edmonton, AB T6B 2P7 **Attention: Nicole Brandstrom** Email: nicole.brandstrom@wasteconnections.com	Unsecured Creditor	Email
CNN CORPORATE SERVICES LTD. #160, 717 & Ave Sw Calgary, AB T2P0Z3 Email: cnn4@cnnsearch.com	Unsecured Creditor	Email
CULLIGAN WATER 1110 58 Ave SE Calgary, AB T2H 2C9 Email: calgcustserv@culliganwater.ca	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
TRIOVEST REALTY 40 University Avenue, Suite 1200 Toronto, ON M5J 1T1 **Attention:** **Theresa Nicholson** Email: tnicholson@triovest.com	Unsecured Creditor	Email
DEPARTMENT OF FINANCE CANADA 90 Elgin Street Ottawa, ON K1A 0G5 **Attention:** **Chrystia Freeland** Email: chrystia.freeland@fin.gc.ca	Unsecured Creditor	Email
APITIPI ANICINAPEK TRUCKING LTD. 174 Main Street Kirkland Lake, ON P2N 3G1 **Attention:** **Tess Mceachern** Email: tess.mceachern@wahgoshigresources.com	Unsecured Creditor	Email
BROADRIDGE ICS P.O. Box 416423 Boston, MA 02241-6423 **Attention:** **Firdosh Valsadia** Email: firdosh.valsadia@broadridge.com	Unsecured Creditor	Email
PUROLATOR INC. P.O. Box 4800, Stn Main Concord, ON L4K 0K1 Email: ontarioAR@purolator.com	Unsecured Creditor	Email
EVANS & EVANS Suite 130, Third Floor, Bentall II 555 Burrard Street Vancouver, BC V7X 1M8 Email: admin@evansevans.com	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
CMN CALGARY INC. (COLLIERS) 900 – 335 Royal Bank Bldg 8th Avenue SW Calgary, AB T2P 1C9 **Attention:** **Casey Roland** Email: casey.roland@colliers.com	Unsecured Creditor	Email
CITY OF CALGARY (CGY PARKING AUTHORITY) Box 100, 400 – 39th Ave SE Calgary, AB T2G 5P8 Email: parking@calgary.ca	Unsecured Creditor	Email
AMEX BANK OF CANADA Corporate Service Centre P.O. Box 7000 Station B Willowdale, ON M2K 2R6 **Attention:** **Angela Jong** Email: angela.f.jong@aexp.com	Unsecured Creditor	Email
PAUL LEVEILLE 11138 – 81 Ave NW Edmonton, AB T6G 0S5 Email: paul.leveille@athabascaminerals.com	Unsecured Creditor	Email
JANEEN OGLOZA 9436 – 76 St NW Edmonton, AB T6C 2K6 Email: ogloza@ualberta.ca	Unsecured Creditor	Email
CANADA WEST LAND SERVICES LTD. 5774 – 10 St. NE Calgary, AB T2E 8W7 Email: payments@canadawestland.com	Unsecured Creditor	Email

SERVICE RECIPIENT	RECIPIENT STATUS	SERVICE VIA
ASPEN LAND GROUP 11213 Winterburn Road NW Edmonton, AB T5S 2B2 Email: dshennan@aspenlandgroup.com	Unsecured Creditor	Email
ABA DATA 4728 – 78A Street Close Red Deer, AB T4P 2J2 Email: support@abadata.ca	Unsecured Creditor	Email

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@fieldlaw.com; tbatty@fieldlaw.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; Brenda.huxley@gov.ab.ca; feng.liu@rmwb.ca; byongk@gmail.com; schumanphilip@gmail.com; accounting@pacesetterequipment.com; rentals@pacesetterequipment.com; swells1@atb.com; clientservices@firstinsurancefunding.ca; deanna.miller@esso.ca; grue.rebecca@cleanharbors.com; invoicing@smsequip.com; groupbenefitsadmin@equitable.ca; ebusiness.support@wcb.ab.ca; brcan-ar@broadridge.com; cwest@enviroshred.net; robert.riecken@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; albertacustomercare@linde.com; msloane@atha.com; accounting@joesoftware.com; sales@gomadill.com; customerinquiry@xerox.com; accounts@purewaterconnection.ca; nicole.brandstrom@wasteconnections.com; cnn4@cnnsearch.com; calgcustserv@culliganwater.ca; tnicholson@triovest.com; chrystia.freeland@fin.gc.ca; 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.leveille@athabascaminerals.com; ogloza@ualberta.ca; payments@canadawestland.com; dshennan@aspenlandgroup.com; support@abadata.ca;

FAX:

1.	**Canada Revenue Agency 1-833-697-2390**

COURIER:

1.	**EPCOR** 2000-10423 101 Street NW Edmonton, AB T5H 0E8

Schedule “B”: Form of Order

Clerk's Stamp

COURT FILE NUMBER & BANKRUPTCY ESTATE NUMBER	**25-3009380, 25-3009384, 25-3009386, 25-3009385, 25-3009379, 25-3009389, 25-3009398**
COURT	COURT OF KING'S BENCH OF ALBERTA, IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	Calgary
	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	**ORDER: Approval of Procedural Consolidation, Priority Charges, KERP, Stalking Horse SISP & Stay Extension**
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: December 12, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable ACJ B. Nixon

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UPON THE APPLICATION by 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 "**Applicants**"), for an order, among other things: (i) consolidating and continuing the proceedings under each of the Applicant's bankruptcy estates into one estate; (ii) permitting the Applicants to file a joint proposal to their creditors; (iii)

extending the time for the Applicants to file a proposal and the stay of proceedings pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3 ("**BIA**"); (iv) approving certain Court-ordered priority charges, as more particularly set out in the Application and below; (v) approving a key employee retention plan and corresponding priority charge; (vi) approving the SISP (defined below); (vii) approving payment of the Expense Reimbursement (as defined below); (viii) extending the time for AMI to hold an annual general meeting of its shareholders ("**AGM**") under the *Business Corporations Act*, RSA 2000, c B-9 ("**ABCA**"); and (ix) sealing certain confidential information;

AND UPON HAVING READ the Application, the Affidavit of John David Churchill, sworn December 6, 2023, and the Exhibits thereto (the "**Churchill Affidavit**"), the First Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the "**Proposal Trustee**"), dated December [●], 2023 (the "**First Report**"), and the Affidavit of Service of Kim Picard sworn December [●], 2023;

AND UPON HEARING the submissions of counsel for the Applicants, the Proposal Trustee, and such other counsel in attendance at the hearing of the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Churchill Affidavit.

SERVICE

2. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

CONSOLIDATION OF ESTATES

3. Athabasca Minerals Inc., AMI Silica Inc., AMI Aggregates Inc., AMI RockChain Inc., TerraShift Engineering Ltd., 2132561 Alberta Ltd., and 2140534 Alberta Ltd. are hereby permitted to consolidate the proceedings in Estate Nos. 25-3009380, 25-3009384, 25-3009386, 25-3009385, 25-3009379, 25-3009389, and 25-3009398, and such consolidation is hereby ordered and the proceedings shall continue under Estate No. 25-3009380 (the "**Consolidated Proceedings**").

4. Athabasca Minerals Inc., AMI Silica Inc., AMI Aggregates Inc., AMI RockChain Inc., TerraShift Engineering Ltd., 2132561 Alberta Ltd., and 2140534 Alberta Ltd. are hereby permitted to file a joint proposal to their creditors in the Consolidated Proceedings.

EXTENSION AND STAY

5. The Applicants are granted an extension of 45 days, to January 26, 2024, to file a joint proposal to their creditors, under section 50.4(9) of the BIA.

6. The stay of proceedings in the within matter is extended by 45 days to and including January 26, 2024 (the "**Proposal Extension Date**").

ADMINISTRATION CHARGE

7. The Proposal Trustee, the Proposal Trustee's counsel, and the Applicants' counsel shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges, by the Applicants as part of the costs of these proceedings.

8. For the fees incurred in connection with these proceedings, including those incurred prior to commencement of these proceedings, the Proposal Trustee, the Proposal Trustee's counsel, and the Applicants' counsel shall be entitled to the benefit of, and are hereby granted, a charge (the "**Administration Charge**") on all current and future assets, undertakings, and properties of the Applicants, of every nature and kind whatsoever, and wherever situated including all proceeds thereof (collectively, the "**Charged Property**"), which Administration Charge shall not exceed an aggregate amount of $350,000, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 30 herein.

INTERIM FINANCING AND INTERIM LENDER'S CHARGE

9. The Applicants are authorized and empowered to borrow under an interim financing term sheet dated December 5, 2023 (the "**Interim Financing Term Sheet**"), attached as Exhibit "O" to the Churchill Affidavit, between the Applicants, as borrower, and JMAC Energy Services LLC, as lender (in such capacity, the "**Interim Lender**"). The Applicants are authorized and empowered to perform their obligations under the Interim Financing Term Sheet and to obtain and borrow under the Interim Financing Term Sheet, provided that

borrowing under such interim revolving credit facility shall not exceed the principal amount of $2,850,000.

10. The Applicants are authorized and empowered to execute and deliver such mortgages, charges, hypothecs and security documents, and other definitive documents (such documents, together with the Interim Financing Term Sheet, collectively, the "**Definitive Documents**"), as are contemplated by the Interim Financing Term Sheet or as may reasonably be required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provisions of this Order.

11. The Interim Lender shall be entitled to the benefit of and is granted a charge (the "**Interim Lender's Charge**") on the Charged Property, which Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall attach to the Charged Property and shall not exceed an aggregate amount of $2,850,000. The Interim Lender's Charge shall have the priority set out in paragraph 30 herein.

12. Notwithstanding any other provisions of this Order, the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record, or perfect the Interim Lender's Charge or any of the Definitive Agreements.

13. All claims of the Interim Lender pursuant to the Definitive Documents are not claims that may be compromised pursuant to any proposal under the BIA filed by the Applicants without the consent of the Interim Lender and the Interim Lender shall be treated as unaffected in any proposal filed by the Applicants under the BIA with respect to any obligations outstanding to the Interim Lender under or in respect of the Definitive Documents.

SALES AND INVESTMENT SOLICITATION PROCESS

14. The sales and investment solicitation process ("**SISP**") attached as Exhibit "Q" to the Churchill Affidavit, and appended as **Appendix "A"** to this Order, is hereby approved, and

the Applicants and the Proposal Trustee are hereby authorized and directed to implement the SISP and do all things that are reasonably necessary to conduct and give full effect to the SISP and carry out their obligations thereunder, including seeking approval of this Court as soon as reasonably practicable following the selection of a Successful Bid under the SISP, if applicable.

15. The Applicants are hereby authorized to engage Canaccord Genuity Corp. as the sales advisor ("**Sales Advisor**") to assist with the implementation of the SISP on the terms provided in the engagement letter between the Applicants and the Sales Advisor, dated December 5, 2023, attached as Confidential Exhibit "1" to the Churchill Affidavit (the "**Engagement Letter**").

16. The Sales Advisor shall be the exclusive selling agent to market the Applicants' Business and Property in accordance with the SISP.

17. The fees and expenses payable to the Sales Advisor as set out in the Engagement Letter are hereby approved.

18. The Sales Advisor shall be entitled to the benefit of and is granted a charge (the "**Sales Advisor's Charge**") on the Charged Property. The Sales Advisor's Charge shall attach to the Charged Property and shall not exceed an aggregate amount of $450,000. The Sales Advisor's Charge shall have the priority set out in paragraph 30 herein.

19. The Sales Advisor and the Proposal Trustee shall incur no liability or obligation whatsoever to any person or party for any act or omission related to the SISP, except to the extent such act or omission is the result of gross negligence or willful misconduct of the Sales Advisor or the Proposal Trustee, as applicable.

BID PROTECTIONS

20. The stalking horse term sheet (the "**Stalking Horse Term Sheet**") attached as Exhibit "P" to the Churchill Affidavit is hereby approved solely as the stalking horse bid in the SISP, provided that, nothing herein approves: (i) the acceptance and/or execution of the Stalking Horse Term Sheet by the Applicants; or (ii) the sale and the vesting of any Property to JMAC Energy Services LLC (the "**Stalking Horse Bidder**"), their assignees, or any of their respective designees, if applicable, pursuant to the Stalking Horse Term Sheet and

that the approval of the Applicants' acceptance and execution of the Stalking Horse Term Sheet and/or any sale and vesting of any such Property shall be considered by this Court on a subsequent application made to this Court if the Stalking Horse Bid is the successful bid pursuant to the SISP.

21. The Expense Reimbursement, as defined in the Stalking Horse Term Sheet and the Churchill Affidavit, is hereby approved and the Applicants are hereby authorized and directed to pay the Expense Reimbursement to the Stalking Horse Bidder (or as it may direct) in the event the Stalking Horse Bidder is not the Successful Bidder pursuant to the SISP, out of the proceeds from and upon completion of any Successful Bid with any party other than the Stalking Horse Bidder.

KEY EMPLOYEE RETENTION PROGRAM AND CHARGE

22. The key employee retention program ("**KERP**") pursuant to which the Applicants agree to provide compensation to key employees and executives (together, the "**Key Employees**") in accordance with the terms set out in Confidential Exhibit "4" to the Churchill Affidavit is hereby approved.

23. The Applicants and any other person that may be appointed to act on behalf of the Applicants, including, without limitation, a trustee, liquidator, receiver, interim receiver, receiver and manager, or any other person acting on behalf of such a person, is hereby authorized and directed to implement and perform its obligations under the KERP in accordance with the terms of the KERP, and as may be modified by further Order of this Court.

24. The Applicants are hereby authorized and directed to execute and deliver such additional documents as may be necessary to give effect to the KERP, subject to the prior approval of the Proposal Trustee, or as may be ordered by this Court.

25. The Key Employees are hereby entitled to the benefit of and are granted a charge (the "**KERP Charge**") on the Charged Property as security for amounts which may become payable under the KERP, provided such amounts do not exceed $260,000. The KERP Charge shall have the priority set out in paragraph 30 herein.

DIRECTORS' AND OFFICERS' CHARGES

26. The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and officers of the Applicants after the commencement of the within proceedings, provided that the occurrence giving rise to the indemnified obligations and liabilities shall have occurred after November 13, 2023, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or willful misconduct.

27. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $60,000, as security for the indemnity provided in paragraph 26 of this Order. The Directors' Charge shall have the priority set out in paragraph 30 herein.

28. Notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to, or claim the benefit of, the Directors' Charge; and (ii) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' or officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 26 of this Order.

VALIDITY AND PRIORITY OF THE CHARGES CREATED BY THIS ORDER

29. The priorities of the Administration Charge, Interim Lender's Charge, the Sales Advisor's Charge, the KERP Charge, and the Directors' Charge (collectively, the "**Priority Charges**") each constitute a mortgage, security interest, assignment by way of security and charge on the Charged Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, the "**Encumbrances**"), in favour of any person, notwithstanding the order of perfection or attachment.

30. The priorities as among the Priority Charges shall be:

First – Administration Charge, to a maximum amount of $350,000;

Second – Interim Lender's Charge, to a maximum amount of $2,850,000;

Third – Sales Advisor's Charge, to a maximum amount of $450,000;

Fourth – Directors' Charge, to a maximum amount of $60,000; and

Fifth – KERP Charge, to a maximum amount of $260,000.

31. Any security documentation evidencing, or the filing, registration, or perfection of, the Charges shall not be required, and the Charges shall be effective as against the Charged Property and shall be valid and enforceable for all purposes, including as against any right, title, or interest filed, registered, recorded, or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register, or perfect such Charges.

32. The Charges and Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the beneficiaries of the Charges (the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA or any bankruptcy order made pursuant to such application(s); (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt, or the creation of Encumbrances contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease, or any other agreement (each, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

a. neither the creation of the Charges nor the execution, delivery, perfection, registration, or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;

b. none of the Chargees shall have any liability to any person or entity whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the Definitive Documents, the creation of the Charges, or the execution, delivery, or performance of the Definitive Documents; and

c. the payments made by the Applicants pursuant to this Order, the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

33. The Charges created by this Order over leases of real property in Canada shall only be a charge of the Applicants' interest in such real property leases.

CORPORATE MATTERS

34. The time for AMI to call an AGM is extended until three (3) months following the closing of a transaction respecting all, or substantially all of, the Applicants' business or Property, if the obligation to hold an AGM remains present at that time.

SEALING

35. Notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010 (the "**Rules of Court**"), Confidential Exhibits "1", "2", "3" and "4" to the Churchill Affidavit (collectively the "**Confidential Materials**"), shall until further Order of this Honourable Court, be sealed on the Court file and kept confidential to be shown only to a Justice of the Court of King's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Materials in a sealed envelope attached to a notice that sets out the style of case of these proceedings and states:

> THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 25-3009380. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE ACJ B. NIXON ON DECEMBER 12, 2023.

36. The Applicants and the Proposal Trustee are empowered and authorized, but not directed, to provide the Confidential Materials (or any portion thereof, or information contained therein) to any interested party, entity, or person that the Applicants or Proposal Trustee considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Applicants or the Proposal Trustee.

37. Any party may apply to set aside paragraph 35 of this Order upon providing the Applicants, Proposal Trustee, and all other interested parties with seven (7) days' notice of such application.

MISCELLANEOUS MATTERS

38. Notwithstanding rule 6.11 of the Rules of Court, unless otherwise ordered by this Court, the Proposal Trustee will report to the Court from time to time, which reporting is not

required to be in affidavit form and shall be considered by this Court as evidence. The Proposal Trustee's reports shall be filed by the Clerk of the Court notwithstanding that they do not include an original signature.

39. This Court hereby requests the aid and recognition of any court, tribunal, regulatory, or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order, and to assist the Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such order 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 or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

40. Each of the Applicants or the Proposal Trustee shall be at liberty and are hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

41. Any interested party (including the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SERVICE OF ORDER

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

    a. by serving same on the persons who were served with notice of this Application and any other parties attending or represented at the hearing of this Application; and

    b. by posting a copy of this Order on the Proposal Trustee's website at: https://www.ksvadvisory.com/experience/case/athabasca-minerals.

43. Service of this Order on any other person is hereby dispensed with.

44. 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.

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Justice of the Court of King's Bench of Alberta

Appendix “A”: Sales and Investment Solicitation Process

Procedure for the Sales and Investment Solicitation Process of Athabasca Minerals Inc. et al

1. On November 13, 2023, Athabasca Minerals Inc., TerraShift Engineering Ltd., AMI Silica Inc., AMI Aggregates Inc., AMI RockChain Inc., 2140534 Alberta Ltd., and 2132561 Alberta Ltd. (each a "**Company**" or collectively the "**Companies**") each filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**") with the Office of the Superintendent of Bankruptcy. KSV Restructuring Inc. was appointed as proposal trustee of each of the Companies (in such capacity, the "**Proposal Trustee**").

2. On December 12, 2023, the Companies obtained an order from the Court (the "**Sales Process Order**"), which, among other things, approved the procedure for the Companies' sales and investment solicitation process of the Companies (the "**SISP**").

3. Set forth below is the procedure to be followed with respect to the SISP to be undertaken to seek a Successful Bid (as defined below), and if there is a Successful Bid, to complete the transactions contemplated by the Successful Bid (the "**SISP Procedure**").

Defined Terms

4. All monetary references shall be in Canadian dollars, unless otherwise stated.

5. In this SISP Procedure:

"**Approval Order**" means an order of the Court sought by the Companies to approve one or more transactions arising out of this SISP, together with any ancillary relief required to effect such transaction(s);

"**Business**" means the business presently carried on by the Companies;

"**Business Day**" means a day, other than a Saturday, Sunday, or statutory holiday in the Province of Alberta, on which banks are open for business in the City of Calgary;

"**Charging & Consolidation Order**" means the order granted by the Court on December 12, 2023, consolidating the Companies' respective notices of intention to make a proposal proceedings into one Office of the Superintendent in Bankruptcy estate and court file number, approving the Interim Financing Term Sheet and the Interim Financing Obligations, and granting and approving the Court-Ordered Charges;

"Court" means the Alberta Court of King's Bench, (Commercial List, judicial center of Calgary);

"**Court-Ordered Charges**" means the charges created by the Charging & Consolidation Order, totaling a maximum aggregate value of $3,520,000, comprised of:

(a) the Administration Charge up to a maximum aggregate value of $350,000;

(b) the Interim Lender's Charge up to a maximum aggregate value of $2,850,000;

(c) the Directors' Charge up to a maximum aggregate value of $60,000; and

(d) the KERP Charge up to a maximum aggregate value of $260,000;

"**Court-Ordered Obligations**" means the indebtedness, liabilities and obligations secured by the Court-Ordered Charges;

"**Expense Reimbursement**" means the amount of $200,000 payable by the Companies to the Stalking Horse Bidder pursuant to the terms of the Stalking Horse Term Sheet;

"**Interim Financing Advances**" means advances made to the Companies pursuant to the Interim Financing Term Sheet in the maximum principal amount of $2,850,000, or such other amount that may be later agreed to;

"**Interim Financing Indebtedness**" means all indebtedness owing by the Companies to the Interim Lender pursuant to the terms of the Interim Financing Term Sheet, including but not limited to the repayment of the Interim Financing Advances and accrued interest to the date of repayment;

"**Interim Financing Term Sheet**" means the Term Sheet entered into by the Companies and the Interim Lender and approved by the Court on December 12, 2023;

"**Interim Lender**" means JMAC Energy Services LLC;

"**Outside Date**" means March 12, 2024, or such other date as the Companies, the Proposal Trustee, and the Successful Bidder(s) may agree, acting reasonably;

"**Property**" means all of the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof;

"**Proposal Proceedings**" means collectively the proceedings commenced by the Companies upon the filing of notices of intention to make a proposal to their respective creditors on November 13, 2023 in Court and Estate No.'s: 25-3009380, 25-3009379, 25-3009384, 25-3009385, 25-3009385, 25-3009398 and 25-3009389, respectively;

"**Sales Advisor**" means Canaccord Genuity Inc.;

"**Secured Debt**" means the debt owing by the Company to the Secured Party in the principal amount of $2,000,000 pursuant to the Non-Revolving Term Loan Agreement between the Company as borrower and the Secured Party as lender dated as of February 16, 2023;

"**Secured Party**" means JMAC Energy Services LLC;

"**Security**" means the General Security Agreement between the Company and the Secured Party dated effective the 28th day of February, 2023 pursuant to which the Company pledged to the Secured Party by way of a fixed and floating charge, all of its undertaking, property (real and personal) and assets, both present and after-acquired, of every nature and kind and wherever situate;

"**Service List**" means the service list attached to the Companies' application materials with respect to obtaining approval of the Sales Process Order;

"**Stalking Horse Term Sheet**" means the term sheet provided by the Stalking Horse Bidder dated December 5, 2023 and attached hereto as **Schedule "C"**;

"**Stalking Horse Bidder**" means JMAC Energy Services LLC;

"**Starting Bid**" means the starting bid at the auction in an amount not to exceed the highest Superior Offer received by the Bid Deadline.

"**Superior Offer**" means a credible, reasonably certain and financially viable third party offer for: A) the acquisition of all or substantially all of the Property or Business contained in the Stalking Horse Term Sheet, or B) an investment, restructuring, recapitalization, refinancing or other form of reorganization of the Companies, the terms of which offer are no less favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Term Sheet, and which at a minimum, alone, or in combination with other offers, provides for consideration on the closing of the Superior Offer of an amount equal to at least:

i) the total consideration payable pursuant to the Stalking Horse Term Sheet, being $13,000,000; plus

ii) the amount of the Expense Reimbursement of $200,000;

Stalking Horse Term Sheet

6. This SISP is intended to solicit interest in, and opportunities for (the "**Opportunity**") (i) a sale of all or substantially all of the Property of the Companies or their Business, whether through an asset purchase, share purchase or a combination thereof ("**Sale Proposal**"), or (ii) for an investment in, restructuring, recapitalization, reorganization or refinancing of the Companies or their Business ("**Investment Proposal**"), or a combination thereof.

7. The Stalking Horse Bidder has provided the Stalking Horse Term Sheet, pursuant to which, if there is no Superior Offer or Successful Bid (as defined below) from a party other than the Stalking Horse Bidder, the Stalking Horse Bidder will acquire certain of the Companies' Property or its shares, as detailed in the Stalking Horse Term Sheet, which transaction shall be subject to definitive documents to be entered into by the parties and further approved by the Court.

8. The Purchase Price, as further detailed under the Stalking Horse Term Sheet, is $13,000,000, comprised of:

    a. A non-cash credit bid as specified in the Stalking Horse Term Sheet, resulting in:

        i. a reduction of the Interim Financing Indebtedness in the total aggregate amount of $2,850,000 as at December 14, 2023, to be adjusted for accrued interest, fees, and expenses as described in the Interim Financing Term Sheet as at closing;

        ii. a reduction of the Secured Debt in the total aggregate amount of $2,000,000, to be adjusted for accrued interest, fees, and expenses as at closing;

    b. The balance of the purchase price to be paid in cash on closing.

9. Notwithstanding the existence of the Stalking Horse Term Sheet, all interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to this SISP, including as a Sale Proposal or an Investment Proposal.

10. Certain bid protections, such as the Expense Reimbursement, have been approved in respect of the Stalking Horse Term Sheet, subject to the conditions set forth therein, by the Court pursuant to the SISP Approval Order. No other bidder may request or receive any form of bid protection as part of any offer made pursuant to this SISP.

11. The Stalking Horse Bidder shall constitute a Qualified Bidder for the purposes of this SISP.

SISP Procedure

12. The SISP set forth herein describes, among other things, the Property and the Business available for sale, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Business, the manner in which bidders become Qualified Bidders (as defined below) and bids become Superior Offers, respectively, the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined below) and the Court's approval thereof. The Companies, in consultation with the Proposal Trustee and the Sales Advisor, shall administer the SISP. In the event that there is disagreement as to the interpretation or application of the SISP, the Court will have jurisdiction to hear and resolve such dispute.

13. The Companies will use reasonable efforts to complete the SISP in accordance with the timelines as set out in **Schedule "B"** hereto. The Companies, in consultation with the Proposal Trustee and the Sales Advisor, shall be permitted to make such adjustments to the timeline that it determines are reasonably necessary.

"As Is, Where Is"

14. The sale of the Property and the Business will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or

description by the Companies or any of their agents, except to the extent set forth in the relevant final agreement with a Successful Bidder.

Free of Any and All Claims and Interests

15. In the event of a sale(s), all of the rights, title and interests of the Companies in and to the Property and the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively the "**Claims and Interests**"), such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), pursuant to an approval and vesting order made by the Court, upon the application of the Companies, except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder. The vesting out of Claims and Interests by a Successful Bidder other than the Stalking Horse Bidder shall not be materially more favourable to the Successful Bidder than those set out in the Stalking Horse Term Sheet, except to the extent additional tangible monetary value of an equivalent amount is provided for the vesting out of such Claims and Interests. The Companies further acknowledge the existence of a right of first refusal contained in an operating agreement governing the equity interests held by Athabasca Minerals Inc. in AMI Silica LLC.

Publication of Notice and Teaser

16. As soon as reasonably practical after the granting of the SISP Approval Order by the Court,

    a. the Sales Advisor shall cause a notice of the SISP and such other relevant information which the Proposal Trustee, in consultation with the Companies, considers appropriate, to be published in the *BOE Report*, the *Calgary Herald*, and such other publications as the Proposal Trustee and the Sales Advisor may consider appropriate; and

    b. the Companies shall issue a press release setting out the notice and such other relevant information regarding the Opportunity with Canada Newswire, designating dissemination in Canada and shall invite bids from interested parties.

17. A non-confidential teaser letter prepared by the Sales Advisor, in consultation with the Companies (the "**Teaser**"), describing the Opportunity and the SISP will be made available by the Sales Advisor and the Companies to prospective purchasers and will be posted on the Proposal Trustee's website as soon as practicable following the issuance of the SISP Approval Order.

18. The Companies, with the assistance of the Sales Advisor, will also populate an electronic data room (the "**VDR**") with detailed listings, photographs, technical specifications and other information required for prospective purchasers to perform due diligence on the Property and the Business.

Participation Requirements

19. In order to participate in the SISP, each person interested in bidding on the Property and the Business (a "**Potential Bidder**") must deliver to the Sales Advisor at the email address specified in **Schedule "A"** hereto (the "**Notice Schedule**"), and prior to the distribution of any confidential information by the Companies or Sales Advisor to a Potential Bidder (including access to the VDR), an executed non-disclosure agreement in form and substance satisfactory to the Companies, which shall inure to the benefit of any Successful Bidder that closes a transaction contemplated by the Successful Bid (as defined below).

20. A Potential Bidder that has executed a non-disclosure agreement, as described above and who the Companies, in consultation with the Sales Advisor, determines has a reasonable prospect of completing a transaction contemplated herein, will be deemed a "**Qualified Bidder**" and will be promptly notified of such classification by the Sales Advisor. For the avoidance of doubt, the Stalking Horse Bidder is a Qualified Bidder.

Due Diligence

21. The Sales Advisor shall provide any person deemed to be a Qualified Bidder with access to the VDR and the Companies shall provide to Qualified Bidders further access to such reasonably required due diligence materials and information relating to the Property and the Business as the Companies, in consultation with the Sales Advisor, deems appropriate, including virtual presentations by the Companies and access to further information in the VDR.

22. The Companies, the Sales Advisor and the Proposal Trustee and their respective advisors, make no representation or warranty as to the information contained in the VDR, or other information to be provided through the due diligence process or otherwise, except to the extent otherwise contemplated under any definitive sale agreement with a Successful Bidder executed and delivered by the Companies and approved by the Court.

Seeking Superior Offers from Qualified Bidders

23. A Qualified Bidder that desires to make a formal offer to purchase or make an investment in the Companies or their Property or Business shall submit a binding offer that complies with all of the following requirements to the Sales Advisor, with copies to the Companies, at the email addresses specified in **Schedule "A"** hereto so as to be received by it not later than 12:00 p.m. (MST) Calgary time on January 31, 2024, or such other date or time as may be agreed by the Companies with the consent of the Proposal Trustee (the "**Bid Deadline**"):

    a. It is submitted on or before the Bid Deadline;

    b. It does not contemplate payment of a break fee, expense reimbursement or other form of bid protection;

    c. It contains an indication of whether the Qualified Bidder is offering to:

i. Acquire all, substantially all or a portion of the Property through a Sale Proposal; or

ii. Make an investment in, restructure, reorganize or refinance the Business or the Companies through an Investment Proposal;

d. It contains a duly authorized and executed transaction agreement, together with all exhibits and schedules thereto, based on either the template Asset Purchase and Sale Agreement or the template Subscription Agreement (together the "**Template Agreement(s)**"), to be prepared by the Companies and placed in the VDR, together with a blackline of the executed agreement to the applicable Template Agreement, and identifies or contains the following:

i. Purchase price and any other key economic terms expressed in Canadian dollars;

ii. A description of the Property that is expected to be subject to and/or excluded from the transaction;

iii. The underlying assumptions regarding any *pro forma* capital structure, if applicable; and

iv. Any other terms or conditions that the Qualified Bidder believes are material to the transaction;

e. In the event a Qualified Bidder wishes to pursue a different transaction structure than what is contemplated by the Template Agreements, the Companies reserve the right to provide the Qualified Bidder with a further template agreement against which the Qualified Bidder may prepare and submit its bid;

f. It contains confirmation that the bid is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder, or (ii) obtaining financing;

g. It contains a specific indication of the financial capability of the Qualified Bidder and the expected structure and financing of the transaction, including written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction, that will allow the Companies and the Proposal Trustee to make a determination as to the Qualified Bidder's financial and other capabilities to consummate the proposed transaction;

h. The bid includes a letter stating that the Qualified Bidder's offer is irrevocable until the selection of the Successful Bidder (as defined herein);

i. The bid fully discloses the identity of each entity that will be entering into the transaction or the investment, or that is participating or benefiting from such bid;

j. The bid includes a refundable deposit in the form of a wire transfer to a trust account specified by the Proposal Trustee (a "**Deposit**") in the amount of not less than 10%

of the consideration offered, either by way of a Sale Proposal or an Investment Proposal, to be held and dealt with in accordance with this SISP;

k. it contains evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body);

l. it contains an agreement that the Qualified Bidder submitting such bid, if not chosen as the Successful Bidder, shall serve, without modification to such bid, as a Backup Bidder (as defined below), in the event the Successful Bidder fails to close; and

m. The bid contemplates closing the transaction set out therein on or before the Outside Date.

24. The Companies, with the consent of the Proposal Trustee, may waive compliance with any one or more of the requirements specified herein.

25. The Sales Advisor, in consultation with the Companies, may, following the receipt of any bid by the Bid Deadline, seek clarification with respect to any of the terms or conditions of such bid and/or request and negotiate one or more amendments to such bid prior to determining if the bid should be considered a Superior Offer.

26. The Sales Advisor shall notify each Qualified Bidder in writing as to whether its bid constitutes a Superior Offer within five Business Days of the Bid Deadline, or at such later time as the Companies, in consultation with the Sales Advisor, deem appropriate.

Stalking Horse Term Sheet

27. Pursuant to the Stalking Horse Term Sheet, there is no requirement for the Stalking Horse Bidder to provide a deposit, provided however that the stalking horse shall be required to provide a binding offer by way of the definitive document contemplated by the Stalking Horse Bidder, by the Bid Deadline in accordance with paragraph 23 hereof.

No Superior Offers

28. If no Superior Offers are received the Companies shall promptly apply to the Court for an order approving the definitive documents of the Stalking Horse Bidder, and any other relief necessary to effect the transactions contemplated therein.

Auction

29. If the Companies determine, in consultation with the Sales Advisor, that one or more, or a combination thereof, of the offers received from Qualified Bidders constitute a Superior Offer, the Companies shall provide the parties making Superior Offers and the Stalking Horse Bidder an invitation to make further bids through the auction process set out below (the "**Auction**").

30. In order to participate in the Auction, the Stalking Horse Bidder and each Qualified Bidder that has received an invitation to the Auction, must inform the Companies and the Proposal

Trustee of its intention to participate in the Auction (each party who so informs the Companies and the Proposal Trustee is hereinafter referred to as an "**Auction Bidder**") no later than 12:00 p.m. (MST) on February 7, 2024.

31. The Auction shall commence at **10:00 a.m. (MST) on February 9, 2024**. The Auction will be conducted virtually via Microsoft Teams and will be recorded or transcribed. The Auction will be accessed via video link to be provided to all Auction Bidders by the Companies and the Proposal Trustee no later than February 8, 2024. The Auction shall continue thereafter until completed, subject to such non-material adjournments that the Companies, in consultation with the Proposal Trustee, may consider appropriate.

32. The Companies reserve the right to cancel or postpone the Auction, in consultation with the Proposal Trustee.

33. Except as otherwise set forth herein, the Companies may establish additional rules for conducting the Auction, provided that such rules are:

    a. disclosed to each Auction Bidder;

    b. designed, in the Companies' business judgment, to result in the highest and otherwise best offer;

    c. approved by the Proposal Trustee; and

    d. not contrary to any material term set out herein.

34. Except as otherwise permitted in the Companies' discretion, only the Companies, the Proposal Trustee and the Auction Bidders, and in each case their respective professional advisors, shall be entitled to attend the Auction. All Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present at the Auction.

35. Each Auction Bidder participating in the Auction shall designate a single individual to be its spokesperson during the Auction and such spokesperson shall be identified to the Companies and the Proposal Trustee prior to the commencement of the Auction.

36. All bids made during the Auction will be made and received on an open basis. All Auction Bidders will be entitled to be present for all Auction Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction.

37. Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding (a "**Round**"), until the Proposal Trustee and the Companies have determined an Auction Bidder to be the Successful Bidder (as defined below).

38. The Proposal Trustee shall set the bid amount in each Round and each Auction Bidder shall advise the Proposal Trustee whether it is participating in that Round by bidding at the amount set by the Proposal Trustee. Auction Bidders who indicate their participation in a given Round shall proceed to the next Round.

39. In each Round, the Auction Bid price will increase by a minimum incremental amount of $100,000 (the "**Minimum Bid Increment**"), or such further amount as may be determined by the Companies and the Proposal Trustee.

40. To the extent not previously provided in form satisfactory to the Companies and the Proposal Trustee, an Auction Bidder submitting an Auction Bid may be required by the Proposal Trustee, in its sole discretion, to provide written evidence (in the form of financial disclosure or credit quality support information reasonably acceptable to the Proposal Trustee), demonstrating such Auction Bidder's financial ability to pay the current Auction Bid.

41. The Companies reserve the right, in consultation with the Proposal Trustee, to make one or more adjournments in the Auction of not more than 24 hours each, to among other things (i) facilitate discussions between the Companies and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer(s) at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Companies with such additional evidence as the Companies, in their reasonable business judgment, may require in accordance with paragraph 41 hereof.

42. If, in any Round, no new Subsequent Bid is made, the Companies and the Proposal Trustee may reduce the prevailing Auction Bid price in that Round to an amount that is less than the Minimum Bid Increment.

43. The Auction will end when only one Auction Bidder that has bid the Auction Bid price for that Round is remaining and such remaining Auction Bidder is declared the successful bidder (the "**Successful Bidder**") and its bid being the successful bid (the "**Successful Bid**").

44. The Auction shall be closed within 5 Business Days of the start of the Auction unless extended by the Companies, in consultation with the Proposal Trustee.

45. No bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

46. After the Auction has concluded, the Companies shall enter into the definitive agreement with the Successful Bidder.

47. Notwithstanding anything in this SISP to the contrary, if an Auction is conducted, the Qualified Bidder with the next highest or otherwise best Superior Offer at the Auction, as determined by the Companies in consultation with the Proposal Trustee, will be designated as the backup bidder (the "**Backup Bidder**"); provided that the Stalking Horse Bidder shall not be a Backup Bidder, unless it elects to provide a Minimum Bid Increment in the Auction. The Backup Bidder shall be required to keep its initial Superior Offer, or if the Backup Bidder submitted one or more Minimum Bid Increments at the Auction, the Backup Bidder's final Auction Bid (the "**Backup Bid**"), open until the earlier of: i) two Business Days after the date of closing of the Successful Bid(s), and ii) the Outside Date, following which time the Backup Bid shall be deemed rejected.

Approval Motion

48. The Companies shall apply to the Court (the "**Approval Motion**") for the Approval Order. The Approval Motion will be held on a date to be scheduled by the Court upon application by the Companies. The Approval Motion may be adjourned or rescheduled by the Companies without further notice by an announcement of the adjourned date at the Approval Motion or in a notice to the Service List prior to the Approval Motion.

49. Other than a Successful Bid and the Backup Bid, as the case may be, all other bids received shall be deemed rejected on and as of the date and granting of the Approval Order by the Court, but not before, and shall remain open for acceptance until that time.

Deposits

50. All Deposits shall be retained by the Proposal Trustee and deposited in a non-interest bearing trust account. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose bid is approved at the Approval Motion, shall be applied to the purchase price to be paid by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits of Qualified Bidders not selected as a Successful Bidder shall be returned to such bidders within five (5) Business Days of the date upon which the Approval Order is granted by the Court.

Approvals

51. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by applicable law in order to implement a Successful Bid.

Confidentiality

52. Other than as shall be required in connection with any Auction or Approval Motion, neither the Companies nor the Sales Advisor or the Proposal Trustee will share: i) the identity of any Potential Bidder or Qualified Bidder (other than the Stalking Horse Bidder), or ii) the terms of any bid, Sale Proposal, or Investment Proposal (other than the Stalking Horse Term Sheet), with any other bidder (including, without limitation, the Stalking Horse Bidder) without the express written consent of such party (including by way of e-mail).

Further Orders

53. At any time during the SISP, the Companies, the Sales Advisor or the Proposal Trustee may apply to the Court for advice and directions with respect to any aspect of this SISP or the discharge of their respective powers and duties hereunder.

Amendments

54. The Companies, in consultation with the Proposal Trustee and the Sales Advisor, shall have the right to modify this SISP and the deadlines set out herein if, in its reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP.

SCHEDULE "A"

NOTICE

TO THE COMPANIES:

Athabasca Minerals Inc.
Canada Place, Suite 1730
407-2nd Street SW
Calgary, AB T2P 2Y3
Attention: David Churchill / Dana Archibald
Phone: (403) 862-5231 / (780) 668-3366
Email: david.churchill@athabascaminerals.com / dana.archibald@athabascaminerals.com

TO THE SALES ADVISOR:

Canaccord Genuity Inc.
Centennial Place, East Tower
520 – 3rd Avenue SW, Suite 2400
Calgary, AB T2P0R3
Attention: Andrew Birkby
Phone: (403) 508-3831

Email: abirkby@cgf.com

TO THE PROPOSAL TRUSTEE:

KSV Restructuring Inc.
1165, 324-8 Avenue SW
Calgary, AB T2P 2Z2
Attention: Andrew Basi
Phone: (403) 819-0111
Email: abasi@ksvadvisory.com

SCHEDULE "B"

TIME LINE

Event	Date
Publication of Opportunity and SISP by the Proposal Trustee and the Companies	As soon as practical following the granting of the SISP Approval Order
Proposal Trustee and Companies to Distribute Teaser to Potential Bidders	As soon as practical following the granting of the SISP Approval Order
Proposal Trustee and Companies to prepare VDR for Potential Bidders	As soon as practical following the granting of the SISP Approval Order
BID DEADLINE	**JANUARY 31, 2024**
Notification sent to Qualified Bidders if they submitted a Qualified Bid	3 Business Days Following the Bid Deadline
Approval Motion of Stalking Horse Term Sheet if no Superior Offers received	As soon as practical following the Bid Deadline
Invitation to Stalking Horse Bidder and Superior Bidders of Intention to Hold Auction (If Required)	As soon as practical following the Bid Deadline
Superior Bidders to Notify of Intention to Participate in Auction (If Required)	February 7, 2024
AUCTION (If Required)	**FEBRUARY 9, 2023**
Approval Motion of Successful Bid	As soon as practical following the Auction

SCHEDULE "C"

STALKING HORSE TERM SHEET