



COURT FILE NUMBER **25-3009380**

COURT **COURT OF KING’S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

PROCEEDING **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., 2140534 ALBERTA LTD.,
2132561 ALBERTA LTD.**

DOCUMENT **SUPPLEMENT TO THE THIRD REPORT OF THE PROPOSAL
TRUSTEE DATED MARCH 7, 2024**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT **PROPOSAL TRUSTEE
KSV Restructuring Inc.
324-8th Avenue SW, Suite 1165
Calgary, AB
T2P 2Z2**

Attention: Andrew Basi
Telephone: (587) 287-2670
Facsimile: (416) 932-6266
Email: abasi@ksvadvisory.com

PROPOSAL TRUSTEE’S COUNSEL
Bennett Jones LLP
4500, 855 2nd Ave SW
Calgary, AB
T2P 4K7

Attention: Michael Selnes
Telephone: (403) 298-3311
Facsimile: (403) 265-7219
E-Mail: selnesm@bennettjones.com

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1.0 Introduction

1. This report supplements the Third Report of the Proposal Trustee (the “**Supplement to the Third Report**”).
2. Defined terms in this Supplement to the Third Report have the meaning provided to them in the Third Report, unless otherwise defined herein. This Supplement to the Third Report is subject to the scope and terms of reference in the Third Report.
3. This Supplement to the Third Report should be read in conjunction with the materials filed by the Companies in the Proposal Proceedings, including the fourth affidavit of John David Churchill, the Chief Financial Officer of the Companies sworn on March 4, 2024 (the “**Fourth Churchill Affidavit**”).

1.1 Purpose of this Supplement to the Third Report

1. The purpose of this Supplement to the Third Report is to provide this Court with additional information regarding the Companies’ application for Approval of Interim Financing, which was served on March 4, 2024, after the date of the Proposal Trustee’s Third Report dated February 29, 2024. This Supplement to the Third Report specifically provides information regarding:
 - a) the Companies’ application for approval to obtain replacement interim financing (“**Replacement Interim Financing**”) pursuant to the terms of the interim financing term sheet between the Companies and Badger Mining Corporation (“**Badger**”) dated March 4, 2024 (the “**Second Interim Financing Term Sheet**”). A copy of the Second Interim Financing Term Sheet is attached as Exhibit L to the Fourth Churchill Affidavit;
 - b) the Companies filing an updated cash flow statement with the Court (the “**Fifth Cash Flow Statement**”) for the period March 4, 2024 to June 2, 2024; and
 - c) an update on the JMAC ROFR.

2.0 Replacement Interim Financing

1. As discussed in the Fourth Churchill Affidavit, the Companies are seeking an order that, amongst other things:
 - a) authorizes the Replacement Interim Financing up to the principal amount of \$5,300,000; and
 - b) authorizes repayment of the amounts owing to JMAC under the existing Interim Financing Term Sheet.
2. Certain key terms of the Second Interim Financing Term Sheet are as follows:
 - a) **Lender:** Badger Mining Corporation (the “**Lender**”);
 - b) **Principal Amount:** Up to \$5,300,000;
 - c) **Interest:** Interest at the fixed rate of 18% per annum;
 - d) **Fee:** A structuring Fee of \$25,000 to be paid at closing of the financing;
 - e) **Instrument and Security:** Debtor in possession loan, in the form of a non-revolving facility, subject to an order of the Court, granting a super-priority charge in the amount of \$5,300,000 in priority to all other charges except for the Administration Charge;
 - f) **Drawdown:** Advances will be made in multiples of \$100,000 upon written notice of at least two business days of the amount and purposes of the advance;
 - g) **Closing Date:** March 8, 2024;
 - h) **Maturity Date:** April 30, 2024, or such other dates as set out in the Second Interim Financing Term Sheet; and
 - i) **Cash Flow Reporting:** The Companies are required to provide a cash flow forecast on a consolidated basis which is reviewed for reasonableness by the Proposal Trustee. Additionally, the Companies are to provide the Proposal Trustee with a cash flow forecast for AMIS LLC (the “**AMIS LLC Forecast**”), which shall be reviewed for reasonableness by the Proposal Trustee. On a bi-weekly basis, the Companies are to provide the Lender with a comparison of actual to forecasted cash receipts and disbursements both on a two-week period and a cumulative basis. The Companies

are to provide the Proposal Trustee with a bi-weekly reporting package for AMIS LLC that compares actual to forecasted cash receipts and disbursements on a two-week and cumulative basis. The Proposal Trustee is required to provide, subject to approval of the Court and based upon the information provided by the Companies in their bi-weekly reporting package, a report to the Lender confirming, during the two-week period, whether:

- i. AMIS LLC has operated in accordance with the AMIS LLC Forecast;
 - ii. there has been a material change (as defined in the CAIRP Standards of Professional Practice) to the financial or operating circumstances of AMIS LLC; and
 - iii. AMIS LLC has suffered a material negative adverse variance of 20% or more.
3. The Proposal Trustee understands that the Companies have sought the Replacement Interim Financing for the following key reasons:
 - a) The maturity date of the JMAC Interim Financing is March 12, 2024; and
 - b) The Companies require additional funding, in accordance with the Fifth Cash Flow Statement, to pay out the JMAC Interim Financing which is estimated to be approximately \$2,980,000 inclusive of interest and costs and to pay ongoing professional costs associated with these Proposal Proceedings.
4. The Proposal Trustee understands that as of the date of this Supplement to the Third Report, the Companies have requested, but not received, a payout statement from JMAC. Paragraph 14 of the affidavit of Todd Erickson, sworn February 29, 2024, states that “JMAC is prepared to provide additional interim financing on the same basis as the current arrangements”. Further to this, the Proposal Trustee was copied on an email received on March 5, 2024, from JMAC’s counsel that stated JMAC would advance additional interim financing that could be used to fund the ROFR Litigation, advancement of the Transaction or any other similar professional expenses. A copy of this email is attached as **Appendix “A”**. The Proposal Trustee is not aware of any additional substantive discussions between the Companies and JMAC with respect to additional interim financing or amendment of terms.

5. On March 6, 2024, the Proposal Trustee was copied on an email from the Companies' counsel to JMAC's counsel that declined JMAC's offer for additional interim financing. A copy of this email, attached as **Appendix "B"**, sets out the reasons why the Companies are not prepared to accept JMAC's offer, which can be summarized as follows:
 - a) based on the history between the Companies and JMAC and the ongoing litigation, there is a lack of trust between the parties;
 - b) the Companies do not want the party they are litigating against to control access to funding for the litigation;
 - c) the Companies are concerned there is a risk that Badger will not act as replacement interim lender in the future, if the need arises; and
 - d) the deteriorating business relationship between JMAC and the Companies.
6. On March 6, 2024, JMAC provided further evidence related to its offer for additional interim financing in the Affidavit of Todd Erikson. In his affidavit, Mr. Erikson attests that JMAC objects to new financing being advanced by Badger in priority to its secured debt and that JMAC is prepared to advance:

“an identical amount to that proposed by AMI (less the amount required to payout of the existing JMAC interim financing). Further, to alleviate any concerns held by AMI, JMAC will advance such funds on appropriate conditions to ensure that advances will not be withheld or other actions taken on the basis of AMI's opposition to JMAC's ROFR proceedings or its advancement of the Badger transaction or any other similar concerns.”

As of the date of this Supplement to the Third Report, the Proposal Trustee has not been provided or reviewed any form of agreement codifying the conditions mentioned in Mr. Erikson's affidavit.

7. In order to conclude the Transaction, the Companies will require additional funding to not only fund on-going professional costs related to the Proposal Proceedings, but also to fund the US Litigation (as defined herein). Without additional funding, these Proposal Proceedings cannot continue. The Proposal Trustee understands that the Companies are not prepared to pursue further funding with JMAC for the reasons outlined above. The Proposal Trustee has reviewed these reasons and believes that they are reasonable in the

context of the ongoing litigation in this matter. Moreover, should Badger replace JMAC as the Interim Lender, whether the ultimate sale price is \$13,200,000 or \$29,200,000, there will be sufficient proceeds available from the sale to repay JMAC's current outstanding secured indebtedness in full, mitigating any prejudice to JMAC caused by the priming of its secured loan by a new lender.

8. Regardless of whether JMAC or Badger provides the additional interim funding, the Proposal Trustee believes that additional funding is necessary to further advance the Proposal Proceedings for the benefit of all stakeholders. Therefore, the Proposal Trustee is supportive of the Companies' application for Replacement Interim Financing.

3.0 Fifth Cash Flow Statement

1. The Fifth Cash Flow Statement for the period from March 4, 2024 to June 2, 2024, together with Management's Report on the Cash-Flow Statement as required by subsection 50.4(2)(c) of the BIA, is collectively attached hereto as **Appendix "C"**.
2. The Fifth Cash Flow Statement was prepared by the Companies with the assistance of the Proposal Trustee using probable and hypothetical assumptions set out therein. The Companies' receipts during the proposed stay extension period are comprised largely of the collection of deposits related to previous dispositions, and management fees and expense reimbursements from AMIS LLC. Projected disbursements are primarily for payroll and benefits, insurance, contractor payments, rent and utilities, and other operating expenses and professional fees. The other key assumptions of the Fifth Cash Flow Statement that differ from the Fourth Cash Flow Statement are:
 - a) the JMAC Interim Financing with a maturity date of March 12, 2024 will be repaid in the week ending March 17, 2024 with the proceeds from the Replacement Interim Financing; and
 - b) the Transaction is closed on April 30, 2024.
3. The Proposal Trustee's review of the Fifth Cash Flow Statement consisted of inquiries, analytical procedures and discussions related to the information supplied to it by the Companies. Since probable and hypothetical assumptions need not be supported, the Proposal Trustee's procedures were limited to evaluating whether they were consistent with the purpose of the Fifth Cash Flow Statement, and there are no material assumptions contained therein which seem unreasonable in the circumstances.

4. Based on the Proposal Trustee’s review, as at the date of this Supplement to the Third Report, nothing has come to its attention that causes it to believe that, in all material respects:
 - a) the probable and hypothetical assumptions are not consistent with the purpose of the Fifth Cash Flow Statement; and
 - b) the probable and hypothetical assumptions developed by the Companies are not supported and consistent with the plan of the Companies or do not provide reasonable basis for the Fifth Cash Flow Statement. The Proposal Trustee’s Report on the Companies Cash Flow Statement as required by subsection 50.4(2)(b) of the BIA is attached as **Appendix “C”**.

4.0 Update on the JMAC ROFR

1. As discussed in the Proposal Trustee’s Third Report, there is a dispute between the Companies and JMAC on the applicability of the JMAC ROFR with respect to the Transaction. On the afternoon of February 27, 2024, counsel for JMAC provided the Proposal Trustee with materials it filed in the United States District Court for the District of North Dakota on February 27, 2024, in relation to its ROFR rights (“**US Litigation**”). The Fourth Churchill Affidavit provides an overview of the steps the Companies are taking to respond to the US Litigation. We understand the Companies are intending to seek approval of a litigation schedule (the “**Litigation Schedule**”) in relation to the Transaction Approval Motion. The Proposal Trustee is supportive of a timely resolution to the JMAC ROFR dispute in order to close the Transaction, which as stated in paragraph 30 in the Fourth Churchill Affidavit, the Outside Date has been extended to April 30, 2024.

5.0 Conclusion and Recommendation

1. For the reasons set out in this Supplemental Report, the Proposal Trustee is supportive of the Companies’ application to obtain Replacement Interim Financing and its proposed Litigation Schedule to establish a process to obtain Court approval and close the Transaction prior to the Outside Date of April 30, 2024.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
in its capacity as trustee in the proposal of
Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc.,
AMI RockChain Inc., AMI Silica Inc., TerraShift Engineering Ltd.,
and not in its personal capacity**

Appendix “A”

From: [Douglas Nishimura](#)
To: [Jessica Cameron \(jcameron@fasken.com\)](#); [Andrew Basi](#); [Michael Selnes \(selnesm@bennettjones.com\)](#)
Subject: DIP financing
Date: Tuesday, March 5, 2024 5:28:29 PM

I have spoken with my client. They would advance additional interim financing under the same terms as the previous facility and there would be no failure to advance on the basis of the funds being used in respect of ROFR litigation, advancement of the Badger transaction or any similar professional expenses. If there are any other similar concerns they would be handled similarly.

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Appendix “B”

From: [Jessica Cameron](#)
To: [Douglas Nishimura](#); [Andrew Basi](#); [Michael Selnes \(selnesm@bennettjones.com\)](mailto:selnesm@bennettjones.com)
Subject: RE: [EXT] DIP financing [FMD-CANADA.FID12789198]
Date: Wednesday, March 6, 2024 10:43:44 AM

Hi Doug,

Thank you for the calls yesterday regarding the litigation scheduling matters for the parties' respective applications and confirmation that your client is willing to continue to act as the Companies' interim lender in its proposal proceedings. I have discussed this matter extensively with my client, and after much consideration, the Companies must respectively decline JMAC's offer to continue to act as interim lender.

Given the litigation ongoing between the parties, our client fundamentally does not view JMAC's offer to continue financing these proceedings as being a palatable or reasonable option for it. As I'm sure you can understand, the Companies do not want the person they are litigating against to hold the purse strings to finance that litigation, which may be protracted and expensive. While we appreciate your client's reassurances that they would not contest the use of interim financing proceeds for this purpose, the Companies just simply do not believe that. If those beliefs are ultimately fulfilled, the repercussions would be dire for the Companies and its stakeholders, as the restructuring proceedings would essentially collapse, leaving the Companies unable to complete any transaction. This is not an acceptable level of risk to the Companies, and on that basis alone, they must respectfully decline JMAC's offer to provide further interim financing.

Furthermore, the Companies also have concerns that Badger, the proposed replacement interim lender, would not be willing to come back to the table a third time if the proposed extended interim financing arrangement ultimately was not successful between the Companies and JMAC. The basis for this stems from the issues raised by Badger in the initial selection of JMAC as the stalking horse bidder and first interim lender in these proceedings back in December.

Lastly, our client also has concerns about the deteriorating business relationship between the Companies and JMAC. For example, the fact that no payout statement has been provided to the Companies in relation to the existing Interim Financing Facility, despite their requests, is troublesome to the Companies (although we appreciate your advice yesterday that this is proving difficult due to the requirement to separate out professional fees). This is of course only exacerbated by the ongoing litigation.

For all of the foregoing reasons, the Companies intend to proceed with their application to approve the replacement Second Interim Financing Facility from Badger at Friday's application.

Best,

Jessica Cameron (She/Her)
Partner

T +1 403 261 9468 | jcameron@fasken.com

Fasken Martineau DuMoulin LLP

From: Douglas Nishimura <DNishimura@fieldlaw.com>

Sent: Tuesday, March 5, 2024 5:28 PM

To: Jessica Cameron <jcameron@fasken.com>; Andrew Basi <abasi@ksvadvisory.com>; Michael Selnes (selnesm@bennettjones.com) <selnesm@bennettjones.com>

Subject: [EXT] DIP financing

{CAUTION: This email originated from outside of Fasken. Exercise care before clicking links or opening attachments.}

I have spoken with my client. They would advance additional interim financing under the same terms as the previous facility and there would be no failure to advance on the basis of the funds being used in respect of ROFR litigation, advancement of the Badger transaction or any similar professional expenses. If there are any other similar concerns they would be handled similarly.

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Appendix “C”

Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd.,
 AMI Aggregates Inc., AMI RockChain Inc., AMI Silicia Inc., TerraShift Engineering Ltd.
 Cash Flow Forecast
 March 04, 2024 to June 02, 2024

For the week ending, In CAD	Notes	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	
		10-Mar-24	17-Mar-24	24-Mar-24	31-Mar-24	7-Apr-24	14-Apr-24	21-Apr-24	28-Apr-24	5-May-24	12-May-24	19-May-24	26-May-24	2-Jun-24	
Opening cash balance	1	985,168	650,668	702,668	682,168	560,421	468,381	13,381	45,381	45,381	381	381	381	381	985,168
Cash Receipts															
Cash Collections	2	104,500	19,000	-	-	23,460	-	-	-	-	-	-	-	-	146,960
		104,500	19,000	-	-	23,460	-	-	-	-	-	-	-	-	146,960
Cash Disbursements															
Operating Expenses															
Wages, salaries, and benefits	3	2,000	57,000	-	-	57,000	-	53,000	-	53,000	-	-	-	-	222,000
Utilities	4	500	-	1,500	-	500	-	-	-	-	-	-	-	-	2,500
Other operating expenses	5	19,500	30,000	19,000	49,887	15,000	-	15,000	-	15,000	-	-	-	-	163,387
Rent	6	-	-	-	14,860	-	-	-	-	-	-	-	-	-	14,860
		22,000	87,000	20,500	121,747	15,500	-	68,000	-	68,000	-	-	-	-	402,747
Other Disbursements															
AMI Silica LLC - funding	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other disbursements	7	50,000	-	-	-	-	330,000	-	-	-	-	-	-	-	380,000
Anticipated capital expenditures	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		50,000	-	-	-	-	330,000	-	-	-	-	-	-	-	380,000
Debt Repayment															
Interest & principal	10	-	2,980,000	-	-	-	-	-	-	-	-	-	-	-	2,980,000
Total disbursements		72,000	3,067,000	20,500	121,747	15,500	330,000	68,000	-	68,000	-	-	-	-	3,762,747
Professional Costs	9														
Company counsel legal fees		297,000	-	-	-	-	225,000	-	-	277,000	-	-	-	-	799,000
Trustee fees		60,000	-	-	-	60,000	-	-	60,000	-	-	-	-	-	180,000
Trustee's counsel fees		10,000	-	-	-	40,000	-	-	40,000	-	-	-	-	-	90,000
Total Professional Costs		367,000	-	-	-	100,000	225,000	-	100,000	277,000	-	-	-	-	1,069,000
Net cash flow		(334,500)	(3,048,000)	(20,500)	(121,747)	(92,040)	(555,000)	(68,000)	(100,000)	(345,000)	-	-	-	-	(4,684,787)
Interim financing															
Interim financing advances / (repayments)	10	-	3,100,000	-	-	-	100,000	100,000	100,000	300,000	-	-	-	-	3,700,000
Closing cash (operating line) balance		650,668	702,668	682,168	560,421	468,381	13,381	45,381	45,381	381	381	381	381	381	381

Management of Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc., AMI RockChain Inc., AMI Silicia Inc., TerraShift Engineering Ltd. (collectively "AMI" or the "Companies") has prepared this forecasted cash-flow statement (the "Cash Flow Forecast") based on probable and hypothetical assumptions detailed in Notes 1 to 10. The Cash Flow Forecast has been prepared on a consolidated basis, as the Companies have been granted a consolidation order by the Court. The Cash Flow Forecast has been prepared solely for the purpose of supporting the Notice of Intention to Make a Proposal ("NOI") filed by each of the Companies on November 13, 2023. As such, readers are cautioned that it may not be appropriate for their purposes. The Cash Flow Forecast of the Companies is prepared in accordance with the provisions of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the Trustee's Report on the Cash-flow Statement.

Dated at the City of Calgary in the Province of Alberta, this 4th day of March 2024.

Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd.,
 AMI Aggregates Inc., AMI RockChain Inc., AMI Silicia Inc., TerraShift Engineering Ltd.


Per:



David Churchill
 Chief Financial Officer

KSV Restructuring Inc.

Per:



Andrew Basi, CPA, CA, CIRP, LIT
 Managing Director

Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd.,
AMI Aggregates Inc., AMI RockChain Inc., AMI Silicia Inc., TerraShift Engineering Ltd.
Notes to the Cash Flow Forecast
March 04, 2024 to June 02, 2024

Note 1

Consolidated cash balance for all Athabasca entities. Please note only the following entities have bank accounts: Athabasca Minerals Inc., AMI RockChain Inc. (formerly Aggregates Marketing Inc.), AMI Silicia Inc., TerraShift Engineering Ltd. 2132561 Alberta Ltd. and 2140534 Alberta Ltd. The following entities do not have bank accounts: AMI Aggregates Inc. The Cash Flow Forecast assumes that the Transaction will close by April 30, 2024, however the actual closing date may be prior to or later than this forecasted date. The Cash Flow Forecast does not reflect any cash transactions related to ResidualCo.

Note 2

Athabasca Minerals Inc. owns a 50% interest in AMI Silicia LLC. The only cash flow for AMI is through monthly management fees and reimbursement of expenses from AMI Silicia LLC. Monthly management fees are not being paid due to insufficient working capital in the AMI Silicia LLC. AMI Silicia LLC is currently experiencing working capital shortfall that has been funded with a cash call by its two equity holders in December 2023. Cash is being very tightly managed in the LLC

Note 3

Athabasca Minerals Inc. has 9 employees. The other entities do not have employees. Payroll is mid month and month end. Employee benefits are through Equitable Life and are paid at month end.

Note 4

Utilities are for EPCOR and Direct Energy for the Edmonton office. Calgary office utilities are included in rent

Note 5

Other operating expenses are as follows: Third party IT support, office supplies, water for office, Xerox for photocopier in Edmonton office, Telus mobility, Shaw internet, Shaw phone, Website management, fuel for company vehicles, janitorial services for the Edmonton office.

Note 6

Rent for both office leases in Calgary and Edmonton. Property taxes are included in the monthly lease payments.

Note 7

Other disbursements include amounts for D&O run-off insurance that will need to be paid 7 days before closing. A Prosvita Land option payment of \$50,000 is required to be paid in March which is required to retain the asset.

Note 8

Capital expenditures are required to maintain the in-basin sand development project leases in Montney BC.

Note 9

Trustee fees to KSV Restructuring and their legal counsel, Bennett Jones and to Fasken as AMI counsel and its US counsel with respect to US legal matters.

Note 10

AMI reached an agreement with JMAC Energy Services LLC to advance a DIP facility in the amount of \$2,850,000 less \$25,000 as a DIP facility fee. This was advanced in December 2023 and repayment of principal and accrued interest is due March 12, 2024. The Companies have entered into a new interim lending agreement with Badger that will provide new interim financing up to \$5,300,000. AMI will initially draw \$3,100,000 with proceeds used to fully repay the JMAC DIP loan and interest expenses

_ FORM 29 _
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

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
Silicia Inc., and TerraShift Engineering Ltd.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc., AMI RockChain Inc., AMI Silicia Inc., and TerraShift Engineering Ltd., as of the 4th day of March, 2024, consisting of a signed pdf copy of a weekly cash flow statement for the period ending June 2nd, 2024, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 4th day of March 2024.

KSV Restructuring Inc. - Licensed Insolvency Trustee

Per:



Andrew Basi - Licensed Insolvency Trustee

1165, 324-8th Avenue S.W.

Calgary AB T2P 2Z2

Phone: (416) 932-6262 Fax: (416) 932-6266

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

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
Silicia Inc., and TerraShift Engineering Ltd.
of the City of Calgary, in the Province of Alberta

Purpose:

a signed pdf copy of a weekly cash flow statement for the period ending June 2, 2024

Projection Notes:

a signed pdf copy of a weekly cash flow statement for the period ending June 2 2024

Assumptions:

a signed pdf copy of a weekly cash flow statement for the period ending June 2, 2024

Dated at the City of Calgary in the Province of Alberta, this 4th day of March 2024.

KSV Restructuring Inc. - Licensed Insolvency Trustee

Per:



Andrew Basi - Licensed Insolvency Trustee
1165, 324-8th Avenue S.W.
Calgary AB T2P 2Z2
Phone: (416) 932-6262 Fax: (416) 932-6266

FORM 30

Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

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 Silicia Inc., and
TerraShift Engineering Ltd.
of the City of Calgary, in the Province of Alberta

The companies of Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc., AMI RockChain Inc., AMI Silicia Inc., and TerraShift Engineering Ltd. have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 4th day of March 2024, consisting of a signed pdf copy of a weekly cash flow statement for the period ending June 2nd, 2024.


The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 4th day of March 2024.

Athabasca Minerals
Inc., 2132561 Alberta
Ltd., 2140534
Alberta Ltd., AMI
Aggregates Inc., AMI
RockChain Inc., AMI
Silicia Inc., and
TerraShift
Engineering Ltd.
Debtor



Name and title of signing officer
DAVID CHURCHILL, CFO

Name and title of signing officer

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

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 Silicia Inc., and
TerraShift Engineering Ltd.
of the City of Calgary, in the Province of Alberta

Purpose:

a signed pdf copy of a weekly cash flow statement for the period ending June 2, 2024

Projection Notes:

a signed pdf copy of a weekly cash flow statement for the period ending June 2, 2024

Assumptions:

a signed pdf copy of a weekly cash flow statement for the period ending June 2, 2024

Dated at the City of Calgary in the Province of Alberta, this 4th day of March 2024.

Athabasca Minerals Inc., 2132561 Alberta Ltd., 2140534 Alberta Ltd., AMI Aggregates Inc., AMI
RockChain Inc., AMI Silicia Inc., and TerraShift Engineering Ltd.