

FORM 7
[RULE 3.8]

CLERK'S STAMP

COURT FILE NUMBER 2001-07942

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended**

**AND IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.**

DOCUMENT

APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855-2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784-6

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the Court.

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

Date: Friday, December 11, 2020
Time: 11:00 a.m.
Where: Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7
Before: The Honourable Mr. Justice D. B. Nixon
as scheduled on the Commercial List

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

Remedy Claimed or Sought:

1. The applicant, Korite International Inc. ("**Korite**" or the "**Applicant**") applies for the following Orders pursuant to *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"):
 - (a) abridging the time for service of this Application and supporting materials to the time actually given and deeming service of the Application and supporting materials to be good and sufficient;
 - (b) an Order substantially in the form attached hereto as **Schedule "A"**:
 - (i) extending the stay of proceedings, as ordered and defined in paragraph 13 of the Third Amended and Restated Initial Order granted herein by this Honourable Court on September 23, 2020, to January 22, 2021 (the "**Extension of the Stay Period**");
 - (c) an Order substantially in the form attached hereto as **Schedule "B"**:
 - (i) approving and authorizing the sale of certain of the assets, undertakings and properties of Korite (the "**Purchased Assets**") pursuant to the Asset Purchase Agreement (the "**APA**") between Korite, as vendor, and Korite International Limited Partnership, a limited partnership formed under the laws of the Province of Alberta, as purchaser (the "**Purchaser**") dated December 1, 2020 (the "**Transaction**"), a redacted copy of which is attached as Exhibit "3" to the Affidavit No. 7 of Tim A. Bowman sworn December 3, 2020 ("**Bowman Affidavit No. 7**"), and an unredacted copy of which is attached as Confidential Exhibit "4" to Bowman Affidavit No. 7; and
 - (ii) vesting title to the Purchased Assets in the Purchaser, free and clear of all Claims (as defined in the proposed form of Order attached hereto as Schedule "B");
 - (d) an Order substantially in the form attached hereto as **Schedule "C"**:

- (i) assigning the rights and obligations of Korite under the Assumed Contracts (as defined in the APA) to the Purchaser, pursuant to section 11.3 of the CCAA;
- (e) an Order substantially in the form attached hereto as **Schedule "D"**:
 - (i) authorizing and directing the Purchaser and the Monitor to distribute the proceeds received from the Purchased Assets upon closing of the Transaction, in accordance with statutory priorities, court-ordered charges, closing costs, and to CIBC as the first-priority secured and fulcrum creditor of Korite;
- (f) an Order substantially in the form attached hereto as **Schedule "E"**:
 - (i) approving the reports of the Monitor and the activities of the Monitor to date;
 - (ii) approving the fees and disbursements of the Monitor and its counsel to date;
 - (iii) discharging the Monitor in its capacity as Monitor of Korite, save and except for certain duties and obligations as set out in the form of Order sought, with such discharge to become effective upon the Monitor filing a certificate as contemplated in the form of Order attached hereto as Schedule "E";
 - (iv) terminating these CCAA Proceedings upon the Monitor filing the said certificate;
- (g) an Order substantially in the form attached hereto as **Schedule "F"**:
 - (i) sealing the Confidential Exhibits to the Bowman Affidavit No. 7 and the Confidential Supplement to the Fifth Report of the Monitor on the Court's file;

(h) such further and other relief as this Honourable Court deems appropriate.

Grounds for making this Application:

Background

2. On June 30, 2020, the Applicant was granted certain relief under the CCAA pursuant to the Initial Order granted by the Honourable Madam Justice Horner (the "**Initial Order**"), which, among other things, granted a stay of proceedings in favour of Korite until and including July 10, 2020 (the "**Stay Period**").
3. Pursuant to the Initial Order, BDO Canada Limited (the "**Monitor**") was appointed Monitor of the Applicant.
4. On July 9, 2020, the Applicant was granted certain relief under the CCAA pursuant to an Amended and Restated Initial Order granted by the Honourable Madam Justice B.E.C. Romaine, and the Stay Period was extended to and including September 23, 2020.
5. On July 21, 2020, the Applicant was granted certain relief under the CCAA pursuant to a Second Amended and Restated Initial Order granted by the Honourable Madam Justice G.A. Campbell, and the Stay Period remained extended to and including September 23, 2020. Madam Justice Campbell also granted an Order approving a sale and investment solicitation process (the "**SISP**").
6. On September 23, 2020, the Applicant was granted certain relief under the CCAA pursuant to a Third Amended and Restated Initial Order granted by the Honourable Madam Justice G.A. Campbell (the "**TARIO**"), and, among other things, the Stay Period was further extended to and including November 6, 2020;
7. On November 5, 2020, the Applicant was granted an extension to the Stay Period to and including December 11, 2020;
8. Since the granting of the Initial Order, Korite has taken significant steps to advance the restructuring leading to the APA, including but not limited to:

- (a) cooperating with the Monitor to facilitate its monitoring of Korite's business and operations;
- (b) communicating with various stakeholder groups and/or their advisors, including counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), the Vendor Creditors (as defined in the Affidavit of Tim A. Bowman sworn June 24, 2020 in these proceedings), trade creditors, employees, contractors and others;
- (c) working with the Monitor and Assurgo Enterprises Inc. ("**Assurgo**") to pursue the SISP which was approved by this Honourable Court on July 21, 2020; and
- (d) continuing to operate and manage the business and operations of Korite in the ordinary course, subject to the terms of the Initial Order, as amended from time to time.

The Sale and Investment Solicitation Process

- 9. The SISP was carried out in accordance with its terms, as were approved by this Honourable Court on July 21, 2020.
- 10. The timeline pursuant to the SISP originally contemplated a final bid deadline of October 9, 2020 (the "**Final Bid Deadline**"), and a final agreement deadline of October 16, 2020 (the "**Final Agreement Deadline**"), with Korite's application to this Court for approval of the contemplated transaction as soon as reasonably practicable thereafter, and closing of a successful transaction(s) within ten days of the approval order becoming a final order.
- 11. Pursuant to Sections 32 and 38 of the SISP, on the recommendation of Assurgo, and with the support of CIBC and the Vendor Creditors' Representative, on or around October 7, 2020, the Applicant and the Monitor extended:
 - (a) the Final Bid Deadline to October 19, 2020 (the "**Extended Final Bid Deadline**"); and

- (b) the Final Agreement Deadline to October 30, 2020 (the "**Extended Final Agreement Deadline**").
12. Multiple competitive bids were received by the Extended Final Bid Deadline. Subsequent to that date, Assurgo facilitated the analysis and clarification of those bids and discussions with the bidders, CIBC, the Vendor Creditors, Korite and the Monitor.
 13. On or around about October 26, 2020, the Applicant, Assurgo, the Monitor, CIBC and the Vendor Creditors' Representative agreed to further extend the Extended Final Agreement Deadline to November 26, 2020.
 14. On or about November 26, 2020, the Applicant, the Monitor, CIBC and the Vendor Creditors' Representative agreed to further extend the Extended Final Agreement Deadline to December 1, 2020 (the "**Further Extended Final Agreement Deadline**") to permit sufficient time for Korite to undertake and conclude, in a manner that promotes the best interests of Korite and all of its stakeholders, negotiation and execution of a purchase agreement for the sale of Korite's business as a going concern.
 15. Since the Extended Final Bid Deadline Korite, the Monitor, Assurgo, CIBC and the Purchaser have engaged in extensive negotiations of the APA.
 16. On December 1, 2020, Korite entered into the APA with the Purchaser for the purchase and sale of Korite's business as a going concern. It is a condition of the APA that an approval and vesting order in relation to the Transaction be granted by this Court.

Assignment of the Assumed Contracts

17. The APA contemplates the assignment of Assumed Contracts (as defined in the APA) to the Purchaser.
18. The Purchaser is able to perform the obligations under the Assumed Contracts, the Monitor approves the assignment of the Assumed Contracts and it is appropriate to assign the rights and obligations under the Assumed Contracts to the Purchaser.

19. None of the Assumed Contracts are (a) an agreement entered into on or after the day on which the CCAA proceedings commenced; (b) an eligible financial contract; or (c) a collective agreement.
20. Based on the books and records of Korite, it is not anticipated that there will be any monetary defaults that need to be cured under the Assumed Contracts. Any and all monetary defaults in relation to the Assumed Contracts have been or will be remedied before the closing of the Transaction.

Extension of the Stay of Proceedings

21. Should this Honourable Court approve the Transaction and the approval and vesting order sought in this application, Korite will require a further extension of the Stay Period in order to close the Transaction and for the Monitor to distribute the proceeds of the Transaction.
22. Korite has been and continues to work in good faith and with due diligence in these proceedings, it is in the best interests of the Korite and all of its stakeholders that the Stay Period be extended, no creditors will be materially prejudiced by the requested extension of the Stay Period, and it is appropriate in the circumstances to extend the Stay Period.

Distribution of Proceeds

23. CIBC is Korite's senior secured creditor.
24. In the event that this Honourable Court approves the application for an approval and vesting order, Korite seeks an Order permitting the Purchaser (upon the direction of the Monitor and Korite) and the Monitor to distribute the net sale proceeds from the Transaction, to satisfy payment of the Closing Costs (as defined in the APA) and to CIBC in an amount not to exceed the maximum amount owed by Korite to CIBC pursuant to the credit agreement dated August 31, 2015, as amended, between CIBC and Korite Minerals Ltd. and Canada Fossils Ltd., amalgamation predecessors of Korite (the "**Credit Agreement**").

25. The Monitor has received an opinion from its independent legal counsel that CIBC's security is valid and enforceable in accordance with its terms.

Approval of the Actions of the Monitor and the Approval of Fees

26. The Pre-Filing Report of the proposed Monitor dated June 26, 2020, the First Report of the Monitor dated July 8, 2020, the Second Report of the Monitor dated July 17, 2020, the Third Report of the Monitor dated September 15, 2020, the Fourth Report of the Monitor dated October 28, 2020 and the Fifth Report of the Monitor, to be filed (the "**Fifth Report**" and, together with all other reports of the Monitor described in this paragraph, the "**Reports**") set out the activities and conduct of the Monitor as described in the Reports.
27. Pursuant to paragraph 31 of the Initial Order, as amended and restated, the Monitor and its legal counsel are required to pass their accounts from time to time. A summary of the Monitor's and its legal counsel's accounts will be included in the Fifth Report.

Discharge of the Monitor and Termination of the CCAA Proceedings

28. The proceeds of the Transaction will be insufficient to fully repay its first-priority secured creditor, CIBC, pursuant to the Credit Agreement. Accordingly, a plan of compromise and arrangement pursuant to the CCAA is not warranted or feasible and, upon the Monitor making the said distributions, there is no further purpose or benefit from the CCAA Proceedings with respect to Korite.
29. Upon the Monitor completing all steps required to complete the CCAA Proceedings (as evidenced by the Monitor filing a certificate certifying the same), it is appropriate that the Monitor be discharged and released from any claims, and that these CCAA Proceedings be terminated.

Sealing Order

30. The Confidential Exhibits to the Bowman Affidavit No. 7 and the Confidential Supplement to the Monitor's Fifth Report contain confidential and commercially sensitive

information that could adversely affect Korite and its stakeholders in the event that the proposed transaction does not close and confidential personal information.

31. A sealing order is necessary to prevent the Confidential Exhibits and the Confidential Supplement from being disclosed and jeopardizing the proposed transaction, and the best interests of Korite and all of its stakeholders. The sealing order sought is the least restrictive means possible to prevent disclosure of the confidential and commercially sensitive information and confidential personal information in the Confidential Exhibits and the Confidential Supplement.

Affidavits or other evidence to be used in support of this application:

32. The Affidavit No. 7 of Tim A. Bowman sworn the 3rd day of December, 2020, filed;
33. The Fifth Report of the Monitor, to be filed;
34. The Confidential Supplement to the Fifth Report of the Monitor; and
35. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

36. The *Companies' Creditors Arrangement Act*, RSC 1985 c C-36 as amended (the "CCAA"); and
37. Such further and other Acts and regulations as counsel may advise.

Any irregularity complained of or objection relied on:

38. None.

How the application is proposed to be heard or considered:

39. Before the Honourable Mr. Justice D. B. Nixon in an application in Chambers on the Commercial List as scheduled.

WARNING

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

SCHEDULE "A"

Clerk's Stamp:

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2001-07942
COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.

DOCUMENT

ORDER (STAY EXTENSION)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Friday, December 11, 2020

**NAME OF JUDGE WHO MADE
THIS ORDER:**

The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING:

Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7

UPON the application of Korite International Inc. ("**Korite**" or the "**Applicant**"); **AND**
UPON having read the Application and the Affidavit No. 7 of Tim A. Bowman sworn December
3, 2020, filed; the Affidavit of Service of Allison Endersby affirmed December 11, 2020, to be

filed; the Initial Order dated June 30, 2020 (the "**Initial Order**"); the Third Amended and Restated Initial Order dated September 23, 2020 (the "**TARIO**"); the Fifth Report of BDO Canada Limited as the court-appointed monitor of the Applicant (the "**Monitor**") dated December 1, 2020, filed (the "**Fifth Report**"); the Confidential Supplement to the Fifth Report; **AND UPON** hearing from counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. 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.

INTERPRETATION

2. Unless otherwise stated, capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to such terms in the TARIO.

EXTENSION OF STAY

3. The Stay Period, as ordered and defined in paragraph 13 of the TARIO, is hereby extended until and including January 22, 2021.

SERVICE OF ORDER

4. Korite shall serve this Order on the persons listed on the service list by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are required to be served with a copy of this Order.

J.C.Q.B.A. or Clerk of the Court

SCHEDULE "B"

COURT FILE NUMBER

2001-07942

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF KORITE INTERNATIONAL INC.

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855-2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784-6

DATE ON WHICH ORDER WAS PRONOUNCED:

Friday, December 11, 2020

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING:

Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7

UPON THE APPLICATION of Korite International Inc. (the "**Applicant**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Applicant and Korite International Limited

Partnership (the “**Purchaser**”) dated December 1, 2020 and vesting in the Purchaser the Applicant's right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

AND UPON HAVING READ the Initial Order dated June 30, 2020, the Third Amended and Restated Order dated September 23, 2020 (the “**TARIO**”), the Fifth Report of BDO Canada Limited (the “**Monitor**”) dated December 1, 2020 (the “**Fifth Report**”); the Confidential Supplement to the Fifth Report (the “**Confidential Supplement**”); the Application of Korite, the Affidavit No. 7 of Tim A. Bowman sworn December 3, 2020, and the Affidavit of Service of Allison Endersby affirmed December 1, 2020; **AND UPON HEARING** the submissions of counsel for Korite, the Purchaser, the Monitor, Canadian Imperial Bank of Commerce (“**CIBC**”) and other interested parties; and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

2. The Transaction and Sale Agreement are commercially reasonable and in the best interest of Korite and its stakeholders. The Transaction is hereby approved and execution of the Sale Agreement by Korite is hereby authorized and approved, with such minor amendments as Korite may deem necessary. Korite is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**"), all of Korite's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the TARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

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

4. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental**

Authorities”) are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) Alberta Energy shall and is hereby authorized, requested and directed to forthwith transfer all Mineral Rights Agreements listed in **Schedule "E"** to this Order and as described in Schedule 1.1(rrr) of the Sale Agreement standing in the name of Korite, to the Purchaser free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
- (a) Alberta Culture and Tourism shall and is hereby authorized, requested and directed to forthwith transfer all Historical Resources Act Exemptions listed in **Schedule "F"** to this Order standing in the name of Korite, to the Purchaser free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of Korite in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods; and
- (c) the Canadian Intellectual Property Office shall and is hereby directed to forthwith:
 - (i) transfer any trademarks in any of the Intellectual Property listed in **Schedule "G"** to this Order and as described in Schedule 1.1(kkk) of the Sale Agreement standing in the name of Korite to the Purchaser, and (ii) amend the Canadian trademark register to reflect the foregoing transfers.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Korite of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. No distributions of net proceeds from sale of the Purchased Assets shall be made other than in accordance with further orders of this Court.
8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Korite.
9. Upon completion of the Transaction, Korite and all persons who claim by, through or under Korite in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for

persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

10. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Korite, or any person claiming by, through or against Korite.
11. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against Korite, other than as described in the Sale Agreement.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against Korite.
13. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, Korite is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Korite's records pertaining to Korite's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Korite was entitled.

MISCELLANEOUS MATTERS

15. Korite is authorized and empowered, in respect of the Purchased Assets, to execute and deliver:
 - (a) such additional, related and ancillary documents and assurances governing or giving effect to the conveyance of the Purchased Assets which, in Korite's discretion, are reasonably necessary or advisable to conclude the Transaction contemplated in or in furtherance of the transfer of the Purchased Assets and/or this Order; and
 - (b) any and all instruments and documents in respect of the Purchased Assets as may be deemed necessary by Korite.

16. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of Korite, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of Korite; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Korite and shall not be void or voidable by creditors of Korite, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. Korite, the Monitor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Korite, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to Korite and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist Korite, the Monitor, and their respective agents in carrying out the terms of this Order.
19. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) posting a copy of this Order on the Monitor's website at: <https://www.bdo.ca/en-ca/extranets/korite/>and service on any other person is hereby dispensed with.
20. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

Form of Monitor's Certificate

COURT FILE NUMBER 2001-07942

COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

**IN THE MATTER OF THE
COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, as amended**

**AND IN THE MATTER OF THE PLAN
OF COMPROMISE OR
ARRANGEMENT OF KORITE
INTERNATIONAL INC.**

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE **BENNETT JONES LLP**
AND Barristers and Solicitors
CONTACT INFORMATION 4500 Bankers Hall East
OF 855-2nd Street SW
PARTY FILING THIS Calgary, Alberta T2P 4K7
DOCUMENT Attention: Kelsey Meyer
 Telephone No.: 403-298-3323
 Fax No.: 403-265-7219
 Client File No.: 76784-6

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice K. M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated June 30, 2020, BDO Canada Limited was appointed as the monitor (the "**Monitor**") of Korite International Inc. ("**Korite**").

- B. Pursuant to an Order of the Court dated December 11, 2020, the Court approved the agreement of purchase and sale made as of December 1, 2020 (the “**Sale Agreement**”) between Korite and Korite International Limited Partnership (the “**Purchaser**”) and provided for the vesting in the Purchaser of Korite's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 8.1, 8.2 and 8.3 of the Sale Agreement have been satisfied or waived by Korite and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid or has otherwise satisfied in full the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 8.1, 8.2 and 8.3 of the Sale Agreement have been satisfied or waived by Korite and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at [Time] on [Date].

**BDO Canada Limited, in its
capacity as Monitor of Korite, and
not in its personal capacity.**

Per: _____

**Name: Marc Kelly
Title: Senior Vice President**

SCHEDULE "B"

PURCHASED ASSETS

All capitalized terms not otherwise defined herein shall bear the meanings given them in the agreement of purchase and sale (the "**Sale Agreement**") between Korite International Inc. (the "**Vendor**") and Korite International Limited Partnership (the "**Purchaser**") dated December 1, 2020.

- (a) "**Purchased Assets**" means all tangible and intangible assets, undertakings and properties of the Vendor related to the Business, wherever located, as of the Closing Date, save and except the Excluded Assets, including the following assets of the Vendor, if any:
- (i) all Accounts Receivables of the Vendor (along with any claims in respect thereof) as of the close of business the Business Day immediately prior to the Closing Date;
 - (ii) all Prepaid Expenses;
 - (iii) all Assumed Contracts;
 - (iv) all Equipment;
 - (v) all Inventory;
 - (vi) all Intellectual Property;
 - (vii) all Books and Records;
 - (viii) all rights under non-disclosure and confidentiality, non-compete, or non-solicitation agreements with employees and agents of the Vendor or with Third Parties to the extent related to the Business;
 - (ix) all rights of the Vendor under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to the Vendor or to the extent affecting any Purchased Assets other than any warranties, representations and guarantees pertaining to any Excluded Assets;
 - (x) any claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Vendor related to the Business or any of the Purchased Assets or any of the Assumed Liabilities, and the interest of the Vendor in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered prior to the Closing;

- (xi) copies of any and all Disposition Certificates issued to the Vendor in respect of ammonite and ammonite pursuant to the *Dispositions (Ministerial) Regulation* (Alberta);
- (xii) the Historical Resources Act Exemptions, to the extent transferrable to the Purchaser;
- (xiii) all of the issued and outstanding shares in the capital of Korite USA Inc. that are registered in the name of the Vendor; and
- (xiv) all goodwill and other intangible assets associated with the Business and the Purchased Assets, including customer and supplier lists, telephone and facsimile numbers, email addresses, websites, research materials, research and development files and the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Vendor;

in each case, for greater certainty, excluding the Excluded Assets.

SCHEDULE "C"

CLAIMS

All capitalized terms not otherwise defined herein shall bear the meanings given them in the agreement of purchase and sale (the "**Sale Agreement**") between Korite International Inc. (the "**Vendor**") and Korite International Limited Partnership (the "**Purchaser**") dated December 1, 2020.

"**Claim**" means any right or claim of any Person that may be asserted or made in whole or in part against the Vendor, or any of its Affiliates and their respective directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature.

SCHEDULE "D"

PERMITTED ENCUMBRANCES

All capitalized terms not otherwise defined herein shall bear the meanings given them in the agreement of purchase and sale (the "**Sale Agreement**") between Korite International Inc. (the "**Vendor**") and Korite International Limited Partnership (the "**Purchaser**") dated December 1, 2020.

- (a) "**Permitted Encumbrances**" means:
- (i) Encumbrances given as security to a public utility or any Governmental Authority;
 - (ii) all overriding royalties, net profits interests and other burdens which are provided for under or in connection with the Assumed Contracts;
 - (iii) all:
 - (A) Applicable Laws which grant any Governmental Authority the authority to,
 - (B) other rights of general application reserved to or vested in any Governmental Authority to, and
 - (C) rights reserved to or vested in any Person by the terms of any Assumed Contract to,

regulate or control the ownership, use or operation of the Purchased Assets in any manner, including (1) requirements and limitations as to production rates or operations or otherwise affecting recoverability of ammonite gemstones or ammonite fossils, or (2) to levy Taxes or other restrictions on ammonite gemstones or ammonite fossils or the income therefrom;
 - (iv) any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under any Contracts (including any Contracts with respect to the Equipment and the Assumed Contracts);
 - (v) materialman's, mechanic's, repairman's, employee's, contractor's, operator's, and other similar liens or Encumbrances arising in the Ordinary Course of Business for payments not yet delinquent that are inchoate and have not been perfected pursuant to Applicable Law or that are contained in agreements covering the Purchased Assets;
 - (vi) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Purchased Assets;

- (vii) the right reserved to or vested in any Governmental Authority by the terms of any Purchased Asset (including without limitation any Assumed Contract), Historical Resources Act Exemptions, Cultural Property General Permit held by the Vendor, lease, license, franchise, grant or other permit or by any Applicable Law, to terminate any such instrument, lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof; and
- (viii) any Encumbrances related to the Leased Equipment which are registered at the Alberta Personal Property Registry.

SCHEDULE "E"

MINERAL RIGHTS AGREEMENTS

The Mineral Rights Agreements shall include those Contracts listed below:

1. The following ammonite shell agreements:

Agreement Number	HRA Exemption Reference Number	Aggregate Area (Ha)	Crown Mineral Area (Ha)	Freehold Land (Ha)	Expiry Date
9112090490	17-020	42.7	0.1	42.6	2022-09-03
9112080499	17-008	64.0	0.0	64.0	2022-08-27
9112080498	17-012	64.0	0.0	64.0	2022-08-27
Freehold	17-004	75.1	0.0	75.1	2022-07-18
9117040298	17-016	33.3	11.0	22.3	2022-04-30
9117050293	17-015	62.3	60.1	2.2	2022-05-14
9117070314	17-005	17.5	8.7	8.8	2022-07-18
9117070315	17-006	33.4	33.4	0.0	2022-07-20
9117070316	17-011	32.0	30.2	1.8	2022-07-20
9117070317	17-010	140.9	108.8	32.1	2022-07-20
9117070318	17-002	64.0	64.0	0.0	2022-07-18
9117070319	17-007	50.7	50.7	0.0	2022-07-20
9117070320	17-022	21.0	21.0	0.0	2022-07-20
9117070321	17-017	6.3	2.7	3.6	2022-07-20
9117080360	17-009	46.2	46.2	0.0	2022-08-19
9117080361	17-018	58.5	8.1	50.4	2022-08-26
9117080362	17-019	33.1	2.9	30.2	2022-08-26
9119080276	19-004	132.3	132.3	0.0	2024-08-01
9119080277	19-005	39.9	39.9	0.0	2024-08-22
9120050157	15-005	5.5	5.5	0.0	2025-05-23
9120050158	20-003	219.1	219.1	0.0	2025-05-23
9120070089	20-004	4.1	4.1	0.0	2025-07-10
9120070090	20-005	12.1	3.8	8.3	2025-07-10

2. The following mine leases:

Counterparty to Contract	Type of Contract	Start Date	End Date
PrairieSky Royalty Ltd. (formerly Encana)	Mineral rights	Jul-18-11	Aug-31-36
Vandervalk Farms et al (formerly Kormos)	Surface lease	Aug-31-15	Aug-31-24
Kormos Resources	Mineral lease	Sep-08-04	Sep-08-24
Deerfield Hutterite Colony	Surface lease	Feb-06-12	Feb-06-22
Deerfield Hutterite Colony Agreement #1	Surface access	Apr-18-12	Apr-18-22
Philip Hubbard	Surface lease	Apr-24-18	Apr-24-23

TwoGee Developments	Mineral lease	Dec-01-12	Nov-30-32
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SCHEDULE "F"

HISTORICAL RESOURCES ACT EXEMPTIONS

The Historical Resources Act Exemptions consist of the instruments identified by the following reference numbers (with capitalized terms having the definitions given to them in the Purchase Agreement, unless otherwise defined in this Order):

HRA Exemption Reference Number
17-020
17-008
17-012
17-004
17-016
17-015
17-005
17-006
17-011
17-010
17-002
17-007
17-022
17-017
17-009
17-018
17-019
19-004
19-005
15-005
20-003
20-004
20-005

SCHEDULE "G"
INTELLECTUAL PROPERTY

The following trademarks form part of the Intellectual Property:

Trademark Name	Registration Date	Expiry Date	Country of Registration	Registration Number
KORITE AMMOLITE	7-Oct-15	7-Oct-25	Australia	1726192
AMMOLITE INTERNATIONAL	11-Jun-04	27-Apr-24	Aruba	22940
KORITE	23-Nov-79	23-Nov-24	Canada	237414
KORITE & SHELL DESIGN	18-Oct-96	18-Oct-26	Canada	464408
KORITE INTERNATIONAL SHELL DESIGN	17-May-00	17-May-30	Canada	527968
THE AMMOLITE MINE	23-Sep-99	23-Sep-29	Canada	516887
KORITE IS THE MOST TRUSTED NAME IN AMMOLITE	22-Aug-17	22-Aug-32	Canada	TMA979,077
THE DEFINITIVE GUIDE TO AMMOLITE	28-Sep-09	28-Sep-24	Canada	748769
KORITE AMMOLITE	25-Apr-16	25-Apr-31	Canada	935969
KORITE INTERNATIONAL	26-Apr-16	26-Apr-31	Canada	936125
BRING OUT YOUR TRUE COLOURS	22-Feb-17	22-Feb-32	Canada	963630
THE LARGEST, MOST TRUSTED SOURCE OF THE WORLD'S FINEST AMMOLITE	1-Aug-17	1-Aug-32	Canada	977334
KORITE	23-Aug-94	23-Aug-24	Switzerland	421705
CHINESE CHARACTERS DESIGN (AMMOLITE)	14-Jun-02	13-Jun-22	China	1785505
KORITE INTERNATIONAL	14-Mar-16	13-Mar-26	China	16131574
KORITE INTERNATIONAL	7-Nov-16	7-Nov-26	China	16131572

Trademark Name	Registration Date	Expiry Date	Country of Registration	Registration Number
& DEVICE				
KORITE INTERNATIONAL	14-Mar-16	13-Mar-26	China	16131573
KORITE INTERNATIONAL & DEVICE	14-Mar-16	13-Mar-26	China	16131571
AMMOLITE INTERNATIONAL	n/a	20-Apr-24	Curacao	1055
KORITE	23-Jan-95	31-Aug-24	Germany	2900368
KORITE AMMOLITE	4-Mar-16	10-Jun-25	EU	14653638
KORITE AMMOLITE CANADA'S GEMSTONE	8-Jun-19	24-Jan-29	EU	018014353
KORITE		23-Aug-24	France	94533052
KORITE	25-Jul-96	2-Sep-24	Italy	684599
KORITE	20-Feb-18	29-Aug-27	India	1785458
KORITE	22-Jun-10	21-Sep-30	Japan	2266913
AMMOLITE	31-May-95	31-May-25	Japan	2707074
KORITE AMMOLITE	15-Apr-16	15-Apr-26	Japan	5842552
AMMOLITE INTERNATIONAL	1-Apr-04	1-Apr-24	Mexico	834333
AMMOLITE INTERNATIONAL	10-Jun-04	20-Apr-24	St. Maarten	9096
KORITE	23-Oct-84	23-Oct-24	USA	1301530
AMMOLITE INTERNATIONAL	12-Jul-05	12-Jul-25	USA	2968941
KORITE AMMOLITE	15-Aug-17	25-Apr-31	USA	5263236
KORITE INTERNATIONAL	13-Dec-16	13-Dec-26	USA	5098289
KORITE INTERNATIONAL	3-Jan-17	3-Jan-27	USA	5112005
BRING OUT YOUR TRUE COLORS	26-Dec-17	26-Dec-27	USA	5362325
KORITE IS THE MOST TRUSTED NAME IN AMMOLITE	2-Jan-18	22-Aug-32	USA	5367412

SCHEDULE "C"

Clerk's Stamp:

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2001-07942
COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.

DOCUMENT

**ORDER (ASSIGNMENT OF ASSUMED
CONTRACTS)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Friday, December 11, 2020

**NAME OF JUDGE WHO MADE
THIS ORDER:**

The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING:

Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7

UPON the application of Korite International Inc. ("**Korite**" or the "**Applicant**"); **AND**
UPON having read the Application and the Affidavit No. 7 of Tim A. Bowman sworn December

3, 2020, filed; the Affidavit of Service of Allison Endersby affirmed December 1, 2020, to be filed; the Initial Order dated June 30, 2020 (the "**Initial Order**"); the Third Amended and Restated Initial Order dated September 23, 2020 (the "**TARIO**"); the Fifth Report of BDO Canada Limited as the court-appointed monitor of the Applicant (the "**Monitor**") dated December 1, 2020, filed (the "**Fifth Report**"); and the Confidential Supplement to the Fifth Report; **AND UPON** hearing from counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application; **AND UPON** having granted, on this day, an Order (the "**AVO**") approving the sale of certain of the assets, undertakings and properties of Korite (the "**Purchased Assets**") pursuant to the Asset Purchase Agreement (the "**APA**") between Korite, as vendor, and Korite International Limited Partnership, a limited partnership formed under the laws of the Province of Alberta, as purchaser (the "**Purchaser**") dated December 1, 2020 (the "**Transaction**");

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

INTERPRETATION

2. Unless otherwise stated, capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to such terms in the TARIO.

ASSIGNMENT OF ASSUMED CONTRACTS

3. Upon delivery by the Monitor to Korite and the Purchaser of the Monitor's Certificate (as defined in the AVO), all of the rights and obligations of Korite under and to the Assumed Contracts (as defined in the APA) listed on **Schedule "A"** hereto (the "**Assigned Contracts**") shall be assigned, conveyed and transferred to, and assumed by, the Purchaser pursuant to section 11.3 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**").

4. The assignment of the Assigned Contracts and any Additional Assigned Contracts (as defined herein) is declared valid and binding upon all of the counterparties to the Assigned Contracts or any Additional Assigned Contract notwithstanding any restriction, condition or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
5. The assignment and transfer of the Assigned Contracts and any Additional Assigned Contracts shall be subject to the provisions of the AVO directing that all of Korite's right, title and interest in the Purchased Assets shall vest absolutely in the Purchaser free and clear of all Encumbrances (as defined in the AVO) other than Permitted Encumbrances (as defined in the AVO) in accordance with the provisions of the AVO.
6. No counterparty under any Assigned Contract or any Additional Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Assigned Contracts or any Additional Assigned Contract hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under any Assigned Contract or any Additional Assigned Contract against the Purchaser relating to:
 - (a) Korite having sought or obtained relief under the CCAA;
 - (b) the insolvency of Korite; or
 - (c) any failure by Korite to perform a non-monetary obligation under any Assigned Contract,and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the APA) under the Assigned Contracts other than in respect of items (a) – (c) above.

CURE COSTS

7. All monetary defaults in relation to the Assigned Contracts or any Additional Assigned Contract existing prior to the Closing Date, if any, other than those arising by reason only of the insolvency of Korite, the commencement of these CCAA proceedings or the failure

to perform a non-monetary obligation under any Assigned Contract, shall be paid by the Purchaser to the applicable counterparty on the Closing Date (or to the Monitor in trust on Closing for distribution to the applicable counterparty as soon as practicable thereafter).

ADDITIONAL ASSIGNMENTS

8. Following the date of this Order, including, for greater certainty, following the Closing, Korite is authorized to provide to the counterparty or counterparties to any additional Assigned Contract not listed in Schedule "A" hereto which is to be assigned to the Purchaser pursuant to the APA and in respect of which counterparty consent is required thereunder but not obtained (each an "**Additional Assigned Contract**") a notice of the assignment to and assumption by the Purchaser of such Additional Assigned Contract (each an "**Additional Assignment Notice**").
9. Any counterparty to an Additional Assigned Contract who receives an Additional Assignment Notice shall have seven (7) Business Days from the date of such Additional Assignment Notice (the "**Objection Deadline**") to provide notice to the Monitor and Korite of any objection it has to such assignment to and assumption by the Purchaser of the applicable Additional Assigned Contract.
10. If the Monitor and Korite do not receive any notice of objection to the assignment to and assumption by the Purchaser of an Additional Assigned Contract by the Objection Deadline, Korite shall be authorized to assign such Additional Assigned Contract to the Purchaser subject to paragraphs 3 to 7, inclusive, of this Order, which shall apply *mutatis mutandis* to the assignment and assumption of any Additional Assigned Contracts without any further Court order.
11. The applicable date of assignment and assumption of any Additional Assigned Contracts shall be the later of the date of service of the Additional Assignment Notice or delivery of the Monitor's Certificate (as defined in the AVO).
12. If a notice of an objection to the assignment to and assumption by the Purchaser of an Additional Assigned Contract is received by the Monitor and Korite from the counterparty

to such Additional Assigned Contract by the Objection Deadline, Korite is authorized to schedule an application with the Court for the resolution of such objection.

MISCELLANEOUS MATTERS

13. For greater certainty and without limiting the terms of the AVO, notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "BIA"), in respect of Korite, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of Korite; and
 - (d) the provisions of any federal or provincial statute;

the vesting of the Assigned Contracts and any Additional Assigned Contracts in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Korite and shall not be void or voidable by creditors of Korite, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. Notwithstanding any other provision of this Order, Korite shall continue to be entitled to exercise all of its rights to set-off (or any other contractual rights) and apply any and all post-filing amounts to which Korite owes or may come to owe to any party, as the case may be, as against any amounts that are owed by such party to Korite.
15. Korite and the Monitor shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order, including without limitation, as necessary to effect the transfer of the

Assigned Contracts or any Additional Assigned Contracts, the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought on such notice as this Court required.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories, the United States of America or in any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Korite, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to Korite and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist Korite and its agents in carrying out the terms of this Order.

SERVICE OF ORDER

17. Korite shall serve this Order on the persons listed on the service list by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are required to be served with a copy of this Order.

J.C.Q.B.A. or Clerk of the Court

SCHEDULE "D"

Clerk's Stamp:

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2001-07942
COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.

DOCUMENT

ORDER (DISTRIBUTION)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Friday, December 11, 2020

**NAME OF JUDGE WHO MADE
THIS ORDER:**

The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING:

Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7

UPON the application of Korite International Inc. ("**Korite**" or the "**Applicant**"); **AND**
UPON having read the Application and the Affidavit No. 7 of Tim A. Bowman sworn December
3, 2020, filed; the Affidavit of Service of Allison Endersby affirmed December 11, 2020, to be

filed; the Initial Order dated June 30, 2020 (the "**Initial Order**"); the Third Amended and Restated Initial Order dated September 23, 2020 (the "**TARIO**"); the Fifth Report of BDO Canada Limited as the court-appointed monitor of the Applicant (the "**Monitor**") dated December 1, 2020, filed (the "**Fifth Report**"); the Confidential Supplement to the Fifth Report; **AND UPON** hearing from counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

INTERPRETATION

2. Unless otherwise stated, capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to such terms in the Asset Purchase Agreement (the "**APA**") between Korite, as vendor, and Korite International Limited Partnership, a limited partnership formed under the laws of the Province of Alberta, as purchaser (the "**Purchaser**") dated December 1, 2020.

DISTRIBUTION

3. On the Closing Date, the Purchaser shall pay to the Monitor from the Closing Cash Payment the amount necessary to satisfy payment of the Closing Costs (less the amount of the Deposit already held by the Monitor), which amount along with the Deposit shall be satisfactory to the Monitor in consultation with Korite, or otherwise determined by the Court (the "**Closing Costs Payment**").
4. The Monitor, on behalf of Korite, is hereby authorized and directed, without further Order of this Court, to disburse from the Closing Costs Payment held in the Monitor's account, from time to time, amounts owing by Korite in respect of the Closing Costs.

5. Effective as of the Time of Closing, the Monitor and the Vendor shall direct the Purchaser to pay to CIBC the remaining Closing Cash Payment (not to exceed the maximum amount owed to CIBC by Korite pursuant to the credit agreement dated August 31, 2015, as amended, between CIBC and Korite Minerals Ltd. and Canada Fossils Ltd., amalgamation predecessors of Korite (the "**Credit Agreement**")).
6. Upon payment in full of the Closing Costs, the Monitor is hereby authorized and directed to make further distributions of the remaining Closing Costs Payment to CIBC from the Monitor's account from time to time (which, along with the payments made pursuant to paragraph 5, shall not exceed the maximum amount owed by Korite to CIBC pursuant to the Credit Agreement).
7. The payments, distributions and disbursements contemplated in this Order are made free and clear of any Encumbrances (as defined in the Approval and Vesting Order granted by this Court on this date), and notwithstanding the pendency of these proceedings, the distributions contemplated in this Order shall not be void or voidable at the instance of creditors and claimants and shall not constitute nor shall be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SERVICE OF ORDER

8. Korite shall serve this Order on the persons listed on the service list by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are required to be served with a copy of this Order.

J.C.Q.B.A. or Clerk of the Court

SCHEDULE "E"

CLERK'S STAMP:

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2001-07942
COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY
IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.

DOCUMENT

**ORDER (DISCHARGE OF MONITOR AND
TERMINATION OF CCAA
PROCEEDINGS)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Friday, December 11, 2020

**NAME OF JUDGE WHO MADE
THIS ORDER:**

The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING:

Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7

UPON the application of Korite International Inc. ("**Korite**" or the "**Applicant**"); **AND**
UPON having read the Application and the Affidavit No. 7 of Tim A. Bowman sworn December
3, 2020, filed; the Affidavit of Service of Allison Endersby, to be filed; the Initial Order dated June
30, 2020 (the "**Initial Order**"); the Third Amended and Restated Initial Order dated September

23, 2020 (the "**TARIO**"); the Fifth Report of BDO Canada Limited as the court-appointed monitor of the Applicant (the "**Monitor**") dated December 1, 2020, filed (the "**Fifth Report**"); **AND UPON** hearing from counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. 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.

APPROVAL OF ACTIVITIES AND REPORTS

2. The Pre-Filing Report of the proposed Monitor dated June 26, 2020, the First Report of the Monitor dated July 8, 2020, the Second Report of the Monitor dated July 17, 2020, the Third Report of the Monitor dated September 15, 2020, the Fourth Report of the Monitor dated October 28, 2020 and the Fifth Report, and the activities and conduct of the Monitor as described in each such report, are hereby approved.
3. The Monitor has exercised its powers and performed its duties and functions in respect of Korite, including but not limited to those under the CCAA, the Initial Order as amended and restated, and all other Orders issued in the within proceedings honestly, in good faith, and in a commercially reasonable manner.

APPROVAL OF FEES AND DISBURSEMENTS

4. The fees and disbursements of the Monitor for the period from 1, 2020 to December 1, 2020 and the Monitor's estimated fees and disbursements to complete its remaining duties and the administration of the CCAA proceedings, as set out in the Fifth Report, are hereby approved.
5. The fees and disbursements of Burnet, Duckworth & Palmer LLP, in its capacity as counsel to the Monitor for the period from 1, 2020 to December 1, 2020 and the estimated fees and

disbursements of Burnet, Duckworth & Palmer LLP in connection with the completion by the Monitor of its remaining duties and the administration of the CCAA proceedings, as set out in the Fifth Report, are hereby approved.

DISCHARGE OF THE MONITOR AND TERMINATION OF CCAA PROCEEDINGS

6. Upon the Monitor filing with the Clerk of the Court a certificate in the form attached hereto as **Schedule "A"** (the "**Monitor's Termination Certificate**") evidencing that all steps required to complete these CCAA proceedings have been completed:
 - (a) the Monitor will have satisfied all of its duties and obligations pursuant to the CCAA and the Orders of the Court in respect of the CCAA proceedings relating to Korite;
 - (b) any objections to any Additional Assigned Contracts received by the Objection Deadline, as those capitalized terms are defined in the Order (Assignment of Assumed Contracts) granted by this Court on this date, shall have been resolved;
 - (c) BDO Canada Limited shall be discharged as Monitor of Korite, and shall have no further duties, obligations or responsibilities as Monitor from and after such time, save and except as set out in paragraph 9 hereof;
 - (d) these CCAA proceedings will be deemed terminated without further Order of this Court;
 - (e) the Monitor and its respective affiliates and officers, directors, partners, employees and agents (collectively the "**Released Parties**") shall be released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of, or in respect of the CCAA Proceedings, or with respect to its conduct in the CCAA Proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby

released, stayed, extinguished and further barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties; and

(f) no action or other proceedings shall be commenced against any of the Released Parties in any way arising from or related to the CCAA Proceedings, except with prior leave of this Court on at least seven days' prior written notice to the Released Parties.

7. The Monitor shall deliver a filed copy of the Monitor's Termination Certificate to Korite and to the service list maintained in the CCAA Proceedings.
8. Notwithstanding any provision of this Order and termination of the CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend any of the protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, as amended and restated, or any other Order of this Court in the CCAA Proceedings.
9. Notwithstanding the discharge of BDO Canada Limited as Monitor of Korite and the termination of the CCAA Proceedings upon the Monitor filing the Monitor's Termination Certificate, this Court shall remain seized of any matter arising from the CCAA Proceedings, and BDO Canada Limited shall have the authority from and after the date of this Order to apply to this Court to address matters ancillary or incidental to the CCAA Proceedings, notwithstanding the termination thereof. BDO Canada Limited is authorized to take such steps and actions as it deems necessary to address matters ancillary or incidental to its capacity as Monitor following the termination of the CCAA Proceedings, and in completing or addressing any such ancillary or incidental matters, BDO Canada Limited shall continue to have the benefit of the provisions of the CCAA and provisions of all Orders made in the CCAA Proceedings in relation to its capacity as Monitor, including all approvals, protections and stays of proceedings in favour of BDO Canada Limited in its capacity as Monitor.

AID AND RECOGNITION

10. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Monitor in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such Orders and to provide such assistance to the Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

SERVICE OF ORDER

11. Korite shall serve this Order on the persons listed on the service list by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are required to be served with a copy of this Order.

J.C.Q.B.A. or Clerk of the Court

SCHEDULE "A"

CLERK'S STAMP:

COURT FILE NUMBER 2001-07942
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF CALGARY
IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.

DOCUMENT **MONITOR'S TERMINATION
CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT: **BENNETT JONES LLP**
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784.6

MONITOR'S TERMINATION CERTIFICATE

RECITALS

- A. Korite International Inc. (the "**Applicant**") sought and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") pursuant to the Initial Order (the "**Initial Order**") of the Honourable Madam Justice K. M. Horner of the Court of Queen's Bench of Alberta (the "**Court**") dated June 30, 2020, as amended and restated. The Initial Order also appointed BDO Canada Limited as monitor (the "**Monitor**") of the Applicant. The proceedings commenced by the

Applicant under the CCAA will be referred to herein as the "**CCAA Proceedings**".

- B. Pursuant to paragraph **6** of the Order of the Honourable Mr. Justice D. B. Nixon made in these CCAA Proceedings on December 11, 2020 (the "**CCAA Termination Order**"), the Monitor shall be discharged and the CCAA Proceedings shall be terminated upon the Monitor filing this Monitor's Termination Certificate with the Court.

THE MONITOR CERTIFIES the following:

1. Pursuant to paragraph **6** of the CCAA Termination Order, and subject to paragraph **9** of the CCAA Termination Order, the Monitor hereby certifies that all steps required to complete the CCAA Proceedings have been completed.
2. Any objections to any Additional Assigned Contracts received by the Objection Deadline, as those capitalized terms are defined in the Order (Assignment of Assumed Contracts) granted by the Court on December 11, 2020, have been resolved.
3. This Monitor's Termination Certificate is dated _____.

BDO CANADA LIMITED, in its capacity as Court-appointed Monitor of the Applicant, and not in its personal capacity

Per:

Marc Kelly
Senior Vice President

SCHEDULE "F"

Clerk's Stamp:

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2001-07942
COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
KORITE INTERNATIONAL INC.

DOCUMENT

ORDER (SEALING)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76784.6

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Friday, December 11, 2020

**NAME OF JUDGE WHO MADE
THIS ORDER:**

The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING:

Calgary Courts Centre
601 – 5th Street SW, Calgary, AB T2P 5P7

UPON the application of Korite International Inc. ("**Korite**" or the "**Applicant**"); **AND**
UPON having read the Application and the Affidavit No. 7 of Tim A. Bowman sworn December 3,
2020, filed; the Affidavit of Service of Allison Endersby affirmed December 11, 2020, to be filed;

the Initial Order dated June 30, 2020 (the "**Initial Order**"); the Third Amended and Restated Initial Order dated September 23, 2020 (the "**TARIO**"); the Fifth Report of BDO Canada Limited as the court-appointed monitor of the Applicant (the "**Monitor**") dated December 11, 2020, filed (the "**Fifth Report**"); the Confidential Supplement to the Fifth Report; **AND UPON** hearing from counsel for the Applicant, counsel for Canadian Imperial Bank of Commerce ("**CIBC**"), counsel for the Monitor and counsel for other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

INTERPRETATION

2. Unless otherwise stated, capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to such terms in the TARIO.

SEALING

3. Confidential Exhibit "2" and Confidential Exhibit "4" to the Affidavit No. 7 of Tim A. Bowman sworn December 3, 2020 (the "**Confidential Exhibits**") and the Confidential Supplement to the Fifth Report (the "**Confidential Supplement**") shall be sealed on the Court file, kept confidential, and not form part of the public record, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, until March 11, 2021.
4. The Clerk of the Court shall file the Confidential Exhibits and the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2001-07942. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER GRANTED BY THE HONOURABLE MR. JUSTICE D. B. NIXON ON DECEMBER 11, 2020 AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL MARCH 11, 2021.

5. Notwithstanding the foregoing, each of Korite and the Monitor, as the case may be, are empowered and authorized, but not directed, to provide a copy of the Confidential Exhibits and / or the Confidential Supplement (or any portion thereof, or information contained therein), to any interested party if they consider it to be reasonable to do so in the circumstances, subject to the imposition of confidentiality arrangements with Korite or the Monitor, as the case may be.

SERVICE OF ORDER

6. Korite shall serve this Order on the persons listed on the service list by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are required to be served with a copy of this Order.

J.C.Q.B.A. or Clerk of the Court