

I hereby certify this to be a true copy of
the original Order (Distribution)
Dated this 14 day of Dec 2020
M. Neufuss
for Clerk of the Court



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 **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 7, 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 4, 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