

Form 27
[Rules 6.3 and 10.52(1)]

Clerk's stamp:

COURT FILE NUMBER	1601-11809
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THE TORONTO-DOMINION BANK
DEFENDANTS	REPERIO RESOURCES CORP. AND HEARTLAND AGGREGATES CORP.
DOCUMENT	<u>APPLICATION BY DELOITTE RESTRUCTURING INC. COURT-APPOINTED RECEIVER AND MANAGER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais LLP Centennial Place, East Tower Suite 1900, 520 3 rd Avenue SW Calgary, AB T2P 0R3 Attn: Kevin Barr Ph. (403) 232-9786 File No.:

NOTICE TO RESPONDENTS: Service List attached as Schedule "A"

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

You have the right to state your side of this matter before the master/judge.

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

Date	December 7, 2021
Time	10:00 a.m.
Where	Calgary Courts Centre VIA WEB-EX at the coordinates attached as Schedule "B"
Before Whom	The Honourable Justice E.J. Sidnell

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

Remedy claimed or sought:

1. Deloitte Restructuring Inc. ("**Deloitte**") Court-appointed receiver and manager ("**Receiver**") of the assets, undertakings, and properties of Reperio Resources Corp. (the "**Debtor**") seeks an Order:
 - (a) substantially in the form attached as Schedule "C" hereto:
 - (i) abridging the time for service of this application and deeming service good and sufficient; and
 - (ii) sealing the Confidential Supplement to the Second Report of the Receiver (the "**Confidential Supplement**");
 - (b) substantially in the form attached as Schedule "D" hereto:
 - (i) abridging the time for service of this application and deeming service good and sufficient;
 - (ii) approving the activities of the Receiver;
 - (iii) authorizing and approving the sale transaction (the "**Transaction**") between the Receiver and Lehigh Hanson Materials Limited ("**Purchaser**") for the sale of the property legally described as:

Parcel 1:

Meridian 5 Range 2 Township 54
Section 15
Quarter North East
Excepting thereout all mines and minerals
Area: 64.7 hectares (160 acres) more or less

Parcel 2:

The North West Quarter of Section twenty two (22)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 64.7 hectares (160 acres) more or less
Excepting thereout:
4.451 hectares (11 acres) more or less for road as shown on road plan 8221032
Excepting thereout all mines and minerals

Parcel 3:

Legal subdivisions three (3), four (4), five (5), and the north half and the south
West quarter of legal subdivision six (6)
All of section twenty two (22)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 60.4 hectares (149.30 acres) more or less.
Excepting thereout:
(A) Plan 2021978 – Road 3.706 hectares (9.16 acres) more or less.
Excepting thereout all mines and minerals

Parcel 4

The northwest quarter of section fourteen (14)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 64.7 hectares (160 acres), more or less.
Excepting thereout:
0.809 hectares (2 acres), more or less, as shown on
Road plan 7030AG
Excepting thereout all mines and minerals

(collectively, and including all buildings, fixtures and improvements located thereon, the "**Reperio Lands**")

- (iv) authorizing and directing the Receiver to terminate the Agreement dated August 3, 2007 ("**Klause Lands ROFR**") and the Lease and Materials Removal Agreement dated September 4, 2008 ("**Klause Lands Lease**") each pertaining to the property legally described as:

MERIDIAN 5 RANGE 2 TOWNSHIP 54
SECTION 22
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Klause Lands**");

- (v) directing that upon the filing of a Receiver's Closing Certificate regarding the Transaction, the instruments bearing registration numbers 082 065 304, 082 490 707, 152 297 517, 162 143 237, 162 220 078, 162 257 717, and 172 066 864 are discharged from title to the Klause Lands;
- (vi) authorizing and directing the Receiver to take such steps and execute all such deeds, documents, and instruments as may be reasonably necessary to consummate the Transaction;
- (vii) upon delivery of a Receiver's Closing Certificate, vesting in Purchaser all of the Receiver and Debtor's right, title, and interest in and to the Reperio Lands free from all claims and encumbrances, except permitted encumbrances;
- (viii) granting leave to the Receiver to apply or reapply to this or any court or administrative body in any province of Canada for advice, assistance and directions as may be necessary to carry out the terms of the order sought;
- (c) granting such further and other relief, advice, and directions as counsel may advise and this Honourable Court deem just and appropriate.

Grounds for making this application:

Receivership Proceedings

2. On September 23, 2016, pursuant to an application made by The Toronto-Dominion Bank ("**TD**"), Deloitte was appointed as Receiver of the Debtor by order of the Court of Queen's Bench of Alberta (the "**Receivership Order**").

3. The Debtor was primarily involved in the operation of a gravel pit in Lac Ste. Anne County.

(a) Activities of the Receiver to Date

4. The Receiver's activities include, among other things and as more expressly detailed in the First Report, Second Report of the Receiver ("**Second Report**"), and Confidential Supplement, taking steps to secure and safeguard the assets of the Debtor, conducting a Court-approved sales process, conducting further sales efforts upon the Court-approved sales process failing to generate any viable transaction, and negotiation of the Transaction.
5. The Receiver seeks ratification and approval of its actions, including as detailed in the Second Report, and Confidential Supplement.

(b) Transaction

6. The Reperio Lands are owned by the Debtor, and was operated as a gravel pit in Lac Ste. Anne County, Alberta.
7. An Order granted on January 6, 2017 approved a sales process wherein the Receiver marketed the assets, properties, and undertakings of the Debtor (the "**Sales Process**").
8. It should be noted that during the initial Sales Process, the Receiver was not aware that Reperio owned Parcel 4, such that this piece of property was not included in the initial Sales Process.
9. As set out in further detail in the Receiver's First Report, the Sales Process contemplated:
 - (a) the Receiver would solicit potential purchasers by sending out a Sales and Information Package to a mailing list compiled by the receiver with over 400 prospective interested parties and contacting parties who had expressed specific interest in the assets;
 - (b) parties who returned confidentiality agreements would be granted access to an electronic data room and be permitted to inspect the physical premises; and
 - (c) interested parties would submit offers by February 28, 2017.
10. The Sales Process proceeded, and on the initial Submission Deadline, the Receiver received three offers. None of these offers were deemed acceptable, and as such the Receiver extended the Sales Process to March 25, 2017 and continued to meet with the two parties who had expressed the greatest level of interest in the Sales Process.
11. In the course of these meetings, it became apparent that it would be accretive to Reperio's estate if a potential purchaser also acquired an interest in certain lands leased by Reperio. The Receiver met with interested parties and stakeholders to gain insight into how a sale/lease of the leased lands and Reperio's lands could occur as a package.
12. Ultimately, it became evident that the Purchasers would require time to negotiate with the lessors of the leased land, and the Receiver approached the lessors to determine how such negotiations could take place in conjunction with a sales process for Reperio's lands.

13. In January 2018 the Receiver recommenced the Sales Process, which now included Parcel 4, and also provided a timeframe for potential purchasers to negotiate with the lessors (the **“Recommended Sales Process”**).
14. The Recommended Sales Process resulted in seven parties expressing interest and three parties submitting offers for the Reperio Lands. The Receiver determined that an offer submitted by the Purchaser provided the maximum realization for the estate, and as such accepted this offer in April 2018, subject to Court-approval.
15. In the process of addressing conditions in the offer a number of challenges arose, as are more particularly described in the Second Report.
16. Additionally, the Receiver’s efforts were delayed due to impacts of COVID-19.
17. The Receiver has worked with the Purchaser and interested parties to address these challenges and ultimately these efforts, as outlined in detail in the Second Report and Confidential Supplement, have led to the negotiation of the Transaction with the Purchaser.
18. The key terms of the Transaction are:
 - (a) the Reperio Lands are purchased on an “as is, where is” basis;
 - (b) the Purchaser has made payment of a \$150,000 deposit;
 - (c) the Purchaser will be responsible for payment of any applicable GST;
 - (d) it is conditional on approval of
 - (e) it is conditional on closing a transaction relating to certain lands owned by third parties referred to as the Klause Transaction;
 - (f) it is conditional upon obtaining certain approvals from Alberta Environment and Parks;
 - (g) it is conditional on Court-approval; and
 - (h) closing will occur 14 days after receipt of a filed Order approving the Transaction.
19. It is the view of the Receiver that:
 - (a) that in the circumstances sufficient effort to sell the Reperio Lands were made and no party has acted improvidently;
 - (b) the Receiver’s efforts to sell the Reperio Lands were conducted fairly and carried out in good faith and with due diligence over a reasonable timeframe, such that sufficient efforts have been made to obtain the best price for the Reperio Lands and no party has acted improvidently;
 - (c) the price to be paid for the Reperio Lands is commercially reasonable, reflective of probable fair market value, and in the best interests of the stakeholders of the Debtor; and
 - (d) there has been no unfairness in the Receiver’s dealings with the Reperio Lands and the Purchaser.

20. The Receiver is of the view that termination of the Klause Lands ROFR and Klause Lands Lease is accretive to the estate as it will permit the Klause Transaction to close and in the best interests of its stakeholders. The Receiver therefore seeks this Honourable Court's authorization and direction to terminate the Klause Lands ROFR and Klause Lands Lease in connection with the closing of the Transaction and an order that the Klause Lands ROFR and Klause Lands Lease, and all instruments registered on title to the Klause Lands in respect of those interests, be discharged in connection with the closing of the Transaction.

(c) Restricted Access Order

21. The Confidential Supplement includes commercially sensitive information regarding the Reperio Lands.
22. The information in the Confidential Supplement is commercially sensitive, is confidential, and should be sealed to avoid the tainting of any potential future sales process, which may be required.
23. The proposed restricted access order is limited in that the Confidential Supplement would only remain sealed only until the earlier of the filing of a Receiver's Closing Certificate regarding the Reperio Lands or May 31, 2021.
24. The terms set out in the proposed form of restricted access order, attached as Schedule "C", are necessary to accomplish this.
25. The public disclosure of the information contained in the Confidential Supplement at this time would cause serious and irreparable harm to the Debtor's estate and its stakeholders. The proposed restricted access order is a fair and reasonable means to address the harm of restricting public dissemination at this time.
26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

27. First Report of the Receiver filed December 22, 2016.
28. Second Report of the Receiver, to be filed.
29. Confidential Supplement to the Second Report of the Receiver, unfiled.
30. The pleadings and proceedings in the within action.
31. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

Applicable Rules:

32. *Alberta Rules of Court*, Alta Reg 124/2010, including but not limited to rules 1.2-1.5, 6.3(1), 6.47(e) and (f), 6.9(1)(a), and 11.27.
33. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

34. *Bankruptcy and Insolvency Act*, RSC 1985 c B-3.
35. *Bankruptcy and Insolvency General Rules*, CRC c 368.
36. *Judicature Act*, RSA 2000 c J-2.
37. *Land Titles Act*, RSA 2000 c L-4.
38. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

39. None.

How the application is proposed to be heard or considered:

40. Before the Presiding Commercial List Justice, via Web-Ex.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to 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" to the Application

COURT FILE NUMBER

1601-11809

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT

CALGARY

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY OF
REPERIO RESOURCES CORP. AND HEARTLAND AGGREGATES
CORP.

SERVICE LIST

Party	Telephone	Fax	Status
Borden Ladner Gervais LLP 1900, 520-3 rd Avenue SW Calgary AB, T2P 0R3 KEVIN BARR E-mail: kbarr@blg.com	(403) 232-9786	(403) 266-1395	Counsel for Deloitte Restructuring Inc.
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Reynolds Mirth Richards & Farmer LLP Suite 3200, 10180-101 Street NW Edmonton AB, T5J 3W8 DOUGLAS TKACHUK E-mail: dtkachuk@rmrf.com	(780) 497-3396	(780) 429-3044	Counsel for Reperio Resources Corp. and Heartland Aggregates Corp.
Deloitte Restructuring Inc. 700, 850-2 nd Street SW Calgary AB, T2P 0R8 RYAN ADLINGTON Email: radlington@deloitte.ca BOB TAYLOR E-mail: bobtaylor@deloitte.ca LEXI NG E-mail: lexng@deloitte.ca			Receiver

Party	Telephone	Fax	Status
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Lac Ste. Anne County 4928 Langston Street Sangudo AB, T0E 2A0 TANYA VANDERWELL E-mail: tvanderwell@lsac.ca	(780) 785-3411	(780) 785-2359	Lac Ste. Anne County
Canada Revenue Agency Department of Justice, Tax Law Services, Prairie Region 601, 606-4 th Street SW Calgary AB, T2P 1T1 JILL MEDHURST-TIVIDAR E-mail: jill.medhurst@justice.gc.ca			Canada Revenue Agency
Alberta Environment & Parks Reclamation Approvals Coordinator 5 th Floor, South Petroleum Plaza 9915-108 Street Edmonton AB, T5K 2G8 JOHN AUGUSTYN E-mail: john.augustyn@gov.ab.ca	(780) 427-6311	(780) 422-0154	Alberta Environment & Parks
Robb & Evenson Professional Corporation 506, 933-17 Avenue SW Calgary AB, T2T 5R6 CALVIN C. ROBB E-mail : crobb@robbevenson.com			Counsel for Canadian Dewatering LP, Builders' Lien
SNC Lavalin Inc. 605-5 Avenue SW Calgary AB, T2P 3H5 EDEN JOUBERT E-mail : eden.joubert@snclavalin.com			SNC Lavalin Inc., Builders' Lien

Party	Telephone	Fax	Status
Fisheries and Oceans Habitat Management Whitemud Business Park 4253-97 Street Edmonton AB, T6E 5Y7	(780) 495-4220	(780) 495-8606	Fisheries and Oceans Habitat Management
Transport Canada, Navigable Waters Protection Program Canada Place 1100, 9700 Jasper Avenue Edmonton AB, T5J 4E6	(780) 495-8215	(780) 495-8607	Transport Canada, Navigable Waters Protection Program
Bennett Jones LLP 3200 Telus House, South Tower 10020-100 Edmonton AB, T5J	(780) 917-5238	(780) 421-4951	Counsel for 1689042 Alberta Ltd., Judgment Creditor
GM Financial Canada Leasing Ltd. 2001 Sheppard Ave. STE 600 Toronto ONT, M2J 4Z8			GM Financial Canada Leasing Ltd.
MCL Group Ltd. 11466 Winterburn Road Edmonton AB, T5S 2Y3			MCL Group Ltd., Builders' Lien
LESSLIE & KATHERINE ERTMAN Box 267 Onoway AB, T0E 1V0			Gravel Pit Lessors
WADE & DENISE ERTMAN Box 426 Onoway AB, T0E 1V0			Gravel Pit Lessors
DUROCHER SIMPSON KOEHLI & ERLER 7904 Gateway Blvd. (103 Street) Edmonton, AB T6E 6C3 HERVE H. DUROCHER Email: hdurocher@dursim.com	(780) 420-6850	(780) 425-9185	Donald and David Klaus
DELTA SQUARE DEVELOPMENTS LTD. 17871 106 Avenue NW Edmonton AB, T5S 2H1 MAXINE THIBERT			Landlord
ALBERTA ENVIRONMENT AND SUSTAINABLE RESOURCE DEVELOPMENT Information Centre, Main Floor, 9920 - 108 Street, Edmonton, AB T5K 2M4			

Party	Telephone	Fax	Status
1843622 ALBERTA LTD. 3936-22 Avenue NW Edmonton, AB T6L 4G2			
1689042 Alberta Ltd. and Source-Aggregates Bennett Jones LLP C/O 3200 Telus House, South Tower 10020 100 ST Edmonton, Alberta T5J 0N3 DAVID HAWRELUK Email: hawrelukd@bennettjones.com	(780) 917-5238	(780) 421-7951	Writ Creditors
Reynolds Mirth Richards & Farmer LLP Suite 3200, 10180-101 Street NW Edmonton, Alberta, T5J 3W8 SHAUNA FINLAY E-mail: sfinlay@rmrf.com	(780) 497-3302	(780) 429-3044	Counsel for Lac Ste. Anne County
Bennett Jones LLP 3200 Telus House, South Tower 10020-100 Edmonton AB, T5J MARK KORTBEEK E-mail : kortbeekm@bennettjones.com	(780) 917 4273	(780) 421 7951	Counsel to Lehigh Hanson Materials Limited

Schedule "B" to the Application

Counsel: Please ensure that all relevant parties have received Webex information.

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
- 4. Note: Recording or rebroadcasting of the video is prohibited.**
- 5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here: <https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the "Cisco Webex Meetings" App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Schedule "C" to the Application

Clerk's Stamp:

COURT FILE NUMBER	1601-11809
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THE TORONTO-DOMINION BANK
DEFENDANTS	REPERIO RESOURCES CORP. AND HEARTLAND AGGREGATES CORP.
DOCUMENT	<u>ORDER - RESTRICTED COURT ACCESS</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais LLP Centennial Place, East Tower Suite 1900, 520 3 rd Avenue SW Calgary, AB T2P 0R3 Attn: Kevin Barr Ph. (403) 232-9786 File No.:
DATE ON WHICH ORDER WAS PRONOUNCED	December 7, 2021
LOCATION WHERE ORDER WAS PRONOUNCED	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER	The Honourable Justice E.J. Sidnell

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Reperio Resources Corp. (the "**Debtor**"); AND UPON reading the Second Report of the Receiver ("**Second Report**") and the Confidential Supplement to the Second Report of the Receiver (the "**Confidential Supplement**"); AND UPON hearing submissions from counsel as to service; AND UPON hearing submissions of counsel to the Receiver;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Part 6 Division 4 of the *Alberta Rules of Court*, Alta Reg 124/2010 does not apply to this application.
2. The Confidential Supplement shall be filed in Court of Queen's Bench of Alberta Action Number 1601-11809 and shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection until the earlier of the filing of a Receiver's Closing Certificates in respect of the sale of the Reperio Lands (as defined in the Application of the Receiver heard on December 7, 2021), May 31, 2022, or until otherwise ordered by this Court, after application brought upon seven days' notice to all interested parties, whereupon the Clerk of the Court shall remove the Confidential Supplement from the sealed envelope referred to below and place the Confidential Supplement on the public record. The Confidential Supplement shall be sealed and filed in an envelope containing the following statement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE SECOND REPORT OF THE RECEIVER, WHICH SHALL BE SEALED UNTIL THE EARLIER OF THE FILING OF RECEIVER'S CLOSING CERTIFICATES IN RESPECT OF THE SALE OF THE REPERIO LANDS (AS DEFINED IN THE APPLICATION OF THE RECEIVER HEARD ON DECEMBER 7, 2021), MAY 31, 2022, OR UNTIL FURTHER ORDER OF THIS COURT AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE EXCEPT AFTER THE FILING OF SUCH CLOSING CERTIFICATES, MAY 31, 2022, OR IN ACCORDANCE WITH SUCH ORDER.

Justice of the Court of Queen's Bench of Alberta

Schedule "D" to the Application

Clerk's Stamp:

COURT FILE NUMBER	1601-11809
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THE TORONTO-DOMINION BANK
DEFENDANTS	REPERIO RESOURCES CORP. AND HEARTLAND AGGREGATES CORP.
DOCUMENT	<u>ORDER – APPROVING SALE AND VESTING TITLE – REPERIO LANDS</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais LLP Centennial Place, East Tower Suite 1900, 520 3 rd Avenue SW Calgary, AB T2P 0R3 Attn: Kevin Barr Ph. (403) 232-9786 File No.:
DATE ON WHICH ORDER WAS PRONOUNCED	December 7, 2021
LOCATION WHERE ORDER WAS PRONOUNCED	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER	The Honourable Justice E.J. Sidnell

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Reperio Resources Corp. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Lehigh Hanson Materials Limited (the "**Purchaser**") dated [October 4, 2021] and appended to Confidential Supplement ("**Confidential Supplement**") to the Second Report of the Receiver dated [October [], 2021] (the "**Report**"), and vesting in the Purchaser the Receiver and Debtor's right, title and interest in and to the assets described in the Sale Agreement and Schedule "B" to this Order (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated September 23, 2016 (the "**Receivership Order**"), the Confidential Supplement, the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

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 ACTIVITIES

2. The Receiver's activities as set out in the Report, Confidential Supplement, and in all of its other reports are hereby approved and ratified.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver 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

4. Upon delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Receiver and Debtor'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, judgements, 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 Receivership Order;
 - (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

5. Upon delivery of the Receiver'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 Receiver'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 or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

(i) cancel existing Certificates of Title Nos. 112 331 429, 082 163 308 +1, 202 192 154 +3, and 112 331 434 for those lands and premises legally described as:

Parcel 1:

Meridian 5 Range 2 Township 54
Section 15
Quarter North East
Excepting thereout all mines and minerals
Area: 64.7 hectares (160 acres) more or less

Parcel 2:

The North West Quarter of Section twenty two (22)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 64.7 hectares (160 acres) more or less
Excepting thereout:
4.451 hectares (11 acres) more or less for road as shown on road plan 8221032
Excepting thereout all mines and minerals

Parcel 3:

Legal subdivisions three (3), four (4), five (5), and the north half and the south West quarter of legal subdivision six (6)
All of section twenty two (22)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 60.4 hectares (149.30 acres) more or less.
Excepting thereout:
(A) Plan 2021978 – Road 3.706 hectares (9.16 acres) more or less.
Excepting thereout all mines and minerals

Parcel 4

The northwest quarter of section fourteen (14)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 64.7 hectares (160 acres), more or less.
Excepting thereout:

0.809 hectares (2 acres), more or less, as shown on
Road plan 7030AG
Excepting thereout all mines and minerals

(the "**Lands**")

- (ii) issue new Certificates of Title for the Lands in the name of the Purchaser, namely, Lehigh Hanson Materials Limited;
 - (iii) transfer to the New Certificates of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificates of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificates of Title to the Lands;
- (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 the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. The Receiver is hereby authorized and directed to terminate the Agreement dated August 3, 2007 and the Lease and Materials Removal Agreement dated September 4, 2008 each pertaining to the property legally described as:

MERIDIAN 5 RANGE 2 TOWNSHIP 54
SECTION 22
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Klausse Lands**")

The termination of the agreements pursuant to this paragraph shall be effective upon delivery of the Receiver's Closing Certificate.

7. Upon delivery of the Receiver's Closing Certificate, the Land Titles Registrar shall and is hereby authorized, requested and directed to forthwith discharge from title to the Klausse Lands the following instruments:

<u>Registration Number</u>	<u>Date</u> <u>(D/M/Y)</u>	<u>Particulars</u>
082 065 304	11/02/2008	CAVEAT RE : RIGHT OF FIRST REFUSAL CAVEATOR - REPERIO RESOURCES CORP. 1990, 10020 101A AVE EDMONTON ALBERTA T5J3G2 AGENT - DARRELL WILSON
082 490 707	07/11/2008	CAVEAT RE : LEASE , ETC.

152 297 517	23/09/2015	CAVEATOR - REPERIO RESOURCES CORP. 1990, 10020 101A AVE EDMONTON ALBERTA T5J3G2 AGENT - DARRELL WILSON CAVEAT RE : SEE CAVEAT CAVEATOR - THE TORONTO DOMINION BANK. 11TH FLR, 421 7TH AVE SW CALGARY ALBERTA T2P4K9 AGENT - GLENN A HARDIE
162 143 237	31/05/2016	BUILDER'S LIEN LIENOR - CANADIAN DEWATERING L.P. C/O ROBB & EVENSON PROFESSIONAL CORPORATION 506, 933 17 AVE SW CALGARY ALBERTA T2T5R6 AGENT - CALVIN C ROBB. AMOUNT: \$50,871
162 220 078	12/08/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162143237
162 257 717	16/09/2016	BUILDER'S LIEN LIENOR - SNC-LAVALIN INC. C/O 605-5TH AVENUE SW CALGARY ALBERTA T2P3H5 AGENT - JOHN JACKSON AMOUNT: \$49,479 SEE INSTRUMENT FOR INTERESTS (DATA UPDATED BY: 162260019)
172 066 864	14/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162257717

8. 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 Receiver'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.
9. 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 the Receiver of the Sale Agreement.
10. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

11. 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 Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver'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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
12. Except as expressly provided for in the Sale Agreement the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
13. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor 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.
14. 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 the Debtor, or any person claiming by, through or against the Debtor.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
16. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser.

MISCELLANEOUS MATTERS

17. 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 the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; 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 the Debtor and shall not be void or voidable by creditors of the Debtor, 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.

18. The Receiver, 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.
19. 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 the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
20. 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; and
 - (b) Posting a copy of this Order on the Receiver's website;and service on any other person is hereby dispensed with.
21. 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 Receiver's Certificate

Clerk's Stamp:

COURT FILE NUMBER	1601-11809
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	THE TORONTO-DOMINION BANK
DEFENDANTS	REPERIO RESOURCES CORP. AND HEARTLAND AGGREGATES CORP.
DOCUMENT	<u>RECEIVER'S CLOSING CERTIFICATE – REPERIO LANDS</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Borden Ladner Gervais LLP Centennial Place, East Tower Suite 1900, 520 3 rd Avenue SW Calgary, AB T2P 0R3 Attn: Kevin Barr Ph. (403) 232-9786 File No.:

RECITALS

- A. Pursuant to an Order of the Honourable Justice Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated September 23, 2016, Deloitte Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of Reperio Resources Corp. (the "**Debtor**").

- B. Pursuant to an Order of the Court dated December 7, 2021 the Court approved the agreement of purchase and sale made as of **[October 4, 2021]** (the "**Sale Agreement**") between the Receiver and Lehigh Hanson Materials Limited (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor'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 Receiver 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 Article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received 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 **[Article 6]** of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

Deloitte Restructuring Inc. in its capacity as Receiver of the undertakings, property and assets of Reperio Resources Corp., and not in its personal or corporate capacity.

Per: _____

Name:

Title:

Schedule "B"
Purchased Assets

All capitalized terms have the meanings given to them in the Sale Agreement.

"Purchased Assets" means collectively the Reperio Lands, but specifically excluding the AEP L/C.

"AEP L/C" means the letter of credit placed by Reperio Resources Ltd. and currently held by Alberta Environment and Parks, as security for the performance of its obligations arising pursuant to the AEP Registration associated with certain remediation activities conducted upon the Reperio Lands.

"Reperio Lands" means the following real property (including all buildings, fixtures and improvements located thereon, if any):

Parcel 1:

Meridian 5 Range 2 Township 54
Section 15
Quarter North East
Excepting thereout all mines and minerals
Area: 64.7 hectares (160 acres) more or less

Parcel 2:

The North West Quarter of Section twenty two (22)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 64.7 hectares (160 acres) more or less
Excepting thereout:
4.451 hectares (11 acres) more or less for road as shown on road plan 8221032
Excepting thereout all mines and minerals

Parcel 3:

Legal subdivisions three (3), four (4), five (5), and the north half and the south
West quarter of legal subdivision six (6)
All of section twenty two (22)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 60.4 hectares (149.30 acres) more or less.
Excepting thereout:
(A) Plan 2021978 – Road 3.706 hectares (9.16 acres) more or less.
Excepting thereout all mines and minerals

Parcel 4

The northwest quarter of section fourteen (14)
Township fifty four (54)
Range two (2)
West of the fifth meridian
Containing 64.7 hectares (160 acres), more or less.
Excepting thereout:

0.809 hectares (2 acres), more or less, as shown on
Road plan 7030AG
Excepting thereout all mines and minerals

**Schedule "C"
Encumbrances**

Regarding Title Number 112 331 429, Short Legal 5;2;54;15;NE:		
<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
152 297 514	23/09/2015	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 11TH FLOOR CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$8,000,000
152 297 515	23/09/2015	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE TORONTO DOMINION BANK. 11TH FLR, 421 7TH AVE SW CALGARY ALBERTA T2P4K9 AGENT - GLENN A HARDIE
162 133 595	19/05/2016	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 11TH FLOOR CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$10,500,000

162 248 701	08/09/2016	WRIT CREDITOR - 1689042 ALBERTA LTD. CREDITOR - SOURCE- AGGREGATES. BOTH OF: C/O 3200 TELUS HOUSE S. TOWER 10020 100 ST EDMONTON ALBERTA T5J0N3 DEBTOR - REPERIO RESOURCES CORP. 2600 10180 101 ST EDMONTON ALBERTA T5J3Y2 AMOUNT: \$581,227 AND COSTS IF ANY ACTION NUMBER: 1603 05617
162 257 717	16/09/2016	BUILDER'S LIEN LIENOR - SNC-LAVALIN INC. C/O 605-5TH AVENUE SW CALGARY ALBERTA T2P3H5 AGENT - JOHN JACKSON AMOUNT: \$49,479 SEE INSTRUMENT FOR INTERESTS (DATA UPDATED BY: 162260019)
162 269 009	27/09/2016	BUILDER'S LIEN LIENOR - MCL GROUP LTD.

		11466 WINTERBURN ROAD EDMONTON ALBERTA T5S2Y3 AGENT - CARA KLAVER AMOUNT: \$1,896,909
172 066 864	14/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162257717
172 069 087	16/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162269009
202 079 021	14/04/2020	TAX NOTIFICATION BY - LAC STE. ANNE COUNTY. BOX 219 SANGUDO, ALBERTA T0E2A0
Regarding Title Number 082 163 308 +1 Short Legal 5;2;54;22;NW:		
<u>Registration Number</u>	<u>Date</u>	<u>Particulars</u>
152 297 514	23/09/2015	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 11TH FLOOR CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$8,000,000
152 297 515	23/09/2015	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

		CAVEATOR - THE TORONTO DOMINION BANK. 11TH FLR, 421 7TH AVE SW CALGARY ALBERTA T2P4K9 AGENT - GLENN A HARDIE
162 061 127	26/02/2016	BUILDER'S LIEN LIENOR - 1689042 ALBERTA LTD O/A SOURCE AGGREGATES. C/O BENNETT JONES LLP 3200 TELUS HOUSE, SOUTH TOWER 10020 - 100 STREET EDMONTON (ATTN: ALISON L. ARCHER) ALBERTA T5J0N3 AGENT - DARREN BOMAN AMOUNT: \$93,797
162 088 148	31/03/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162061127
162 133 595	19/05/2016	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 11TH FLOOR CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$10,500,000
162 248 701	08/09/2016	WRIT

		<p>CREDITOR - 1689042 ALBERTA LTD.</p> <p>CREDITOR - SOURCE- AGGREGATES.</p> <p>BOTH OF:</p> <p>C/O 3200 TELUS HOUSE S. TOWER</p> <p>10020 100 ST</p> <p>EDMONTON</p> <p>ALBERTA T5J0N3</p> <p>DEBTOR - REPERIO RESOURCES CORP.</p> <p>2600 10180 101 ST</p> <p>EDMONTON</p> <p>ALBERTA T5J3Y2</p> <p>AMOUNT: \$581,227 AND COSTS IF ANY</p> <p>ACTION NUMBER: 1603 05617</p>
162 257 717	16/09/2016	<p>BUILDER'S LIEN</p> <p>LIENOR - SNC-LAVALIN INC.</p> <p>C/O 605-5TH AVENUE SW</p> <p>CALGARY</p> <p>ALBERTA T2P3H5</p> <p>AGENT - JOHN JACKSON</p> <p>AMOUNT: \$49,479</p> <p>SEE INSTRUMENT FOR INTERESTS</p> <p>(DATA UPDATED BY: 162260019)</p>
162 269 009	27/09/2016	<p>BUILDER'S LIEN</p> <p>LIENOR - MCL GROUP LTD.</p> <p>11466 WINTERBURN ROAD</p>

		EDMONTON ALBERTA T5S2Y3 AGENT - CARA KLAVER AMOUNT: \$1,896,909
172 066 864	14/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162257717
172 069 087	16/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162269009
202 079 021	14/04/2020	TAX NOTIFICATION BY - LAC STE. ANNE COUNTY. BOX 219 SANGUDO, ALBERTA T0E2A0
Regarding Title Number 202 192 154 +3 Short Legal 5;2;54;22; ; 3,4,5,6:		
<u>Registration</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
152 297 514	23/09/2015	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 11TH FLOOR CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$8,000,000
152 297 515	23/09/2015	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE TORONTO DOMINION BANK.

		11TH FLR, 421 7TH AVE SW CALGARY ALBERTA T2P4K9 AGENT - GLENN A HARDIE
162 133 595	19/05/2016	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 421-7 AVE SW, 11TH FLOOR CALGARY ALBERTA T2P4K9 ORIGINAL PRINCIPAL AMOUNT: \$10,500,000
162 248 701	08/09/2016	WRIT CREDITOR - 1689042 ALBERTA LTD. CREDITOR - SOURCE- AGGREGATES. BOTH OF: C/O 3200 TELUS HOUSE S. TOWER 10020 100 ST EDMONTON ALBERTA T5J0N3 DEBTOR - REPERIO RESOURCES CORP. 2600 10180 101 ST EDMONTON ALBERTA T5J3Y2 AMOUNT: \$581,227 AND COSTS IF ANY ACTION NUMBER: 1603 05617
202 079 021	14/04/2020	TAX NOTIFICATION

		BY - LAC STE. ANNE COUNTY. BOX 219 SANGUDO, ALBERTA T0E2A0
Regarding Title Number 112 331 434 Short Legal 5;2;54;14;NW:		
<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
162 248 701	08/09/2016	WRIT CREDITOR - 1689042 ALBERTA LTD. CREDITOR - SOURCE- AGGREGATES. BOTH OF: C/O 3200 TELUS HOUSE S. TOWER 10020 100 ST EDMONTON ALBERTA T5J0N3 DEBTOR - REPERIO RESOURCES CORP. 2600 10180 101 ST EDMONTON ALBERTA T5J3Y2 AMOUNT: \$581,227 AND COSTS IF ANY ACTION NUMBER: 1603 05617
162 269 009	27/09/2016	BUILDER'S LIEN LIENOR - MCL GROUP LTD. 11466 WINTERBURN ROAD EDMONTON ALBERTA T5S2Y3 AGENT - CARA KLAVER

		AMOUNT: \$1,896,909
172 069 087	16/03/2017	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162269009
172 163 648	27/06/2017	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE TORONTO DOMINION BANK. ATTN: DAVID MANN/JOHN REGUSH 15TH FLR, BANKERS COURT 850-2 ST SW CALGARY ALBERTA T2P0R8 AGENT - JOHN REGUSH
202 079 021	14/04/2020	TAX NOTIFICATION BY - LAC STE. ANNE COUNTY. BOX 219 SANGUDO, ALBERTA T0E2A0

Schedule "D"
Permitted Encumbrances

1. Capitalized terms have the meaning given to them in the Sale Agreement. References to Articles of Sections are references to Articles and Sections in the Sale Agreement.
2. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other person and any implied conditions set out in s. 6(1)(a), (c), (e) and (f) of the Land Titles Act (Alberta) as amended, replaced or restated from time to time;
3. Encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date;
4. All rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate the Property in any manner, including any unregistered, undetermined or inchoate liens, levies or claims in favour of the Crown, any province or municipality or any Governmental Authority;
5. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing reciprocal agreements and building and zoning restrictions and other similar agreements;
6. Subject to Section 6.1, any Encumbrances permitted by the Court Order; and
7. The following specific instruments registered against the title(s) to the following properties:

Regarding Title Number 112 331 429 Short Legal 5;2;54;15;NE:		
<u>Registration</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
802 110 509	16/05/1980	UTILITY RIGHT OF WAY GRANTEE - STE ANNE NATURAL GAS CO-OP LIMITED.
852 278 013	17/12/1985	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - TAQA NORTH LTD. PO BOX 2350, STN M

		<p>CALGARY</p> <p>ALBERTA T2P2M6</p> <p>(DATA UPDATED BY: TRANSFER OF CAVEAT 042138321)</p> <p>(DATA UPDATED BY: CHANGE OF NAME 072612805)</p> <p>(DATA UPDATED BY: CHANGE OF NAME 092141802)</p>
872 279 880	18/11/1987	<p>CAVEAT</p> <p>RE : RIGHT OF WAY AGREEMENT</p> <p>CAVEATOR - PINE CLIFF ENERGY LTD.</p> <p>850 1015 FOURTH STREET SW</p> <p>CALGARY</p> <p>ALBERTA T2R1J4</p> <p>(DATA UPDATED BY: CHANGE OF ADDRESS 032294221)</p> <p>(DATA UPDATED BY: CHANGE OF NAME 082301967)</p> <p>(DATA UPDATED BY: TRANSFER OF CAVEAT 092256447)</p> <p>(DATA UPDATED BY: TRANSFER OF CAVEAT 162098587)</p>
892 336 213	20/12/1989	<p>UTILITY RIGHT OF WAY</p>

		<p>GRANTEE - ALBERTA GOVERNMENT TELEPHONES.</p> <p>AS TO PORTION OR PLAN:8922407</p> <p>"TAKES PRIORITY DATE OF CAVEAT NO. 882109940</p> <p>20/5/88"</p>
Regarding Title Number 082 163 308 +1 Short Legal 5;2;54;22;NW:		
<u>Registration</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
1360SN	10/05/1971	<p>CAVEAT</p> <p>RE : EASEMENT</p> <p>CAVEATOR - PLAINS MIDSTREAM CANADA ULC.</p> <p>1400, 607 - 8TH AVENUE S.W.</p> <p>CALGARY</p> <p>ALBERTA T2P0A7</p> <p>(DATA UPDATED BY: TRANSFER OF CAVEAT</p> <p>082470699)</p> <p>(DATA UPDATED BY: TRANSFER OF CAVEAT</p> <p>192171415)</p>
6162US	15/07/1974	<p>UTILITY RIGHT OF WAY</p> <p>GRANTEE - STE ANNE NATURAL GAS CO-OP LIMITED.</p>
812 286 714	03/12/1981	<p>CAVEAT</p> <p>CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF</p>

		ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION PROPERTY SERVICES BRANCH OF THE TRANSPORATION DEPARTMENT EDMONTON ALBERTA
112 314 451	04/10/2011	UTILITY RIGHT OF WAY GRANTEE - CENTRAL ALBERTA RURAL ELECTRIFICATION ASSOCIATION LIMITED.
132 200 465	04/07/2013	RESTRICTIVE COVENANT
Regarding Title Number 202 192 154 +3 Short Legal 5;2;54;22;;3,4,5,6		
<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
772 014 913	26/01/1977	UTILITY RIGHT OF WAY GRANTEE - STE ANNE NATURAL GAS CO-OP LIMITED.
792 234 942	26/09/1979	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. 320 - 17 AVENUE S.W. CALGARY ALBERTA T2S2Y1 "PART"

		(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 002304002) (DATA UPDATED BY: CHANGE OF NAME 052011507)
812 286 715	03/12/1981	CAVEAT RE : TRANSFER OF LAND CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION PROPERTY SERVICES BRANCH TRANSPORTATION DEPARTMENT EDMONTON ALBERTA
112 334 590	20/10/2011	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA C/O MINISTER OF TRANSPORTATION REG. DIRECTOR NORTH CENTRAL REGION ALBERTA TRANSPORTATION BOX 4596, 4513-62 AVE

		BARRHEAD ALBERTA T7N1A5 AGENT - MARTIN.M DRIESSEN
Regarding Title Number 112 331 434 Short Legal 5;2;54;14;NW:		
<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
206NE	09/11/1962	CAVEAT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 - 8TH AVENUE S.W. CALGARY ALBERTA T2P0A7 (DATA UPDATED BY: TRANSFER OF CAVEAT 082469847) (DATA UPDATED BY: TRANSFER OF CAVEAT 192171398)
7316SE	26/04/1971	CAVEAT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 - 8TH AVENUE S.W. CALGARY ALBERTA T2P0A7 (DATA UPDATED BY: TRANSFER OF CAVEAT 082470854)

		(DATA UPDATED BY: TRANSFER OF CAVEAT 192192479)
852 122 901	17/06/1985	CAVEAT RE : LEASE CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 - 8TH AVENUE S.W. CALGARY ALBERTA T2P0A7 (DATA UPDATED BY: TRANSFER OF CAVEAT 082470017) (DATA UPDATED BY: TRANSFER OF CAVEAT 192169306)