

C121188

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.

Justice Sidnell
COM
Dec 7, 2021

DOCUMENT **ORDER – APPROVING SALE AND VESTING TITLE – REPERIO LANDS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Borden Ladner Gervais LLP
Centennial Place, East Tower
Suite 1900, 520 3rd 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 November 26, 2021 (the “**Report**”) as amended pursuant to the Second Amending Agreement to the Asset Purchase Agreement as Exhibited to the Affidavit of Karel Zambrano sworn on December 6, 2021, and vesting in the Purchaser the Receiver and Debtor’s right, title and interest in and to the assets described in the Sale Agreement (as amended) 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

1. The Transaction is hereby approved and execution of the Sale Agreement (as amended) 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

2. 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

3. 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 (as amended) 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.

4. 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.

5. 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

6. 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 (as amended). 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.
7. 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 (as amended).
8. 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.

9. 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.
10. Except as expressly provided for in the Sale Agreement (as amended) the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
11. 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.
12. 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.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. 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

15. 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.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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 (as amended) (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 (as amended) 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 (as amended).

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 (as amended);
2. The conditions to Closing as set out in Article 6 of the Sale Agreement (as amended) 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 (as amended).

"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

		<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 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 CREDITOR - 1689042 ALBERTA LTD.

		<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> <p>EDMONTON</p>

		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 (as amended). References to Articles of Sections are references to Articles and Sections in the Sale Agreement (as amended).
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>

		GRANTEE - ALBERTA GOVERNMENT TELEPHONES. AS TO PORTION OR PLAN:8922407 "TAKES PRIORITY DATE OF CAVEAT NO. 882109940 20/5/88"
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	CAVEAT RE : EASEMENT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 - 8TH AVENUE S.W. CALGARY ALBERTA T2P0A7 (DATA UPDATED BY: TRANSFER OF CAVEAT 082470699) (DATA UPDATED BY: TRANSFER OF CAVEAT 192171415)
6162US	15/07/1974	UTILITY RIGHT OF WAY GRANTEE - STE ANNE NATURAL GAS CO-OP LIMITED.
812 286 714	03/12/1981	CAVEAT CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF

		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)