

COURT FILE NUMBER 2001-07942

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

I hereby certify this to be a true copy of the original Approval + Vesting order. Dated this 14 day of Dec 2020. [Signature] for Clerk of the Court

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

DOCUMENT APPROVAL AND VESTING ORDER

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

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, December 11, 2020

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice D. B. Nixon

LOCATION OF HEARING: Calgary Courts Centre, 601 - 5th Street SW, Calgary, AB T2P 5P7

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

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

AND UPON HAVING READ the Initial Order dated June 30, 2020, the Third Amended and Restated Order dated September 23, 2020 (the “**TARIO**”), the Fifth Report of BDO Canada Limited (the “**Monitor**”) dated December 4, 2020 (the “**Fifth Report**”); the Confidential Supplement to the Fifth Report (the “**Confidential Supplement**”); the Application of Korite, the Affidavit No. 7 of Tim A. Bowman sworn December 3, 2020, and the Affidavit of Service of Allison Endersby affirmed December 7, 2020; **AND UPON HEARING** the submissions of counsel for Korite, the Purchaser, the Monitor, Canadian Imperial Bank of Commerce (“**CIBC**”) and other interested parties; and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

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

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

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

4. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities

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

- (a) the Registrar of Land Titles (“**Land Titles Registrar**”) for Alberta shall and is hereby authorized, requested and directed to forthwith:
 - (i) transfer or amend the existing caveats, utility rights of ways, easements or other instruments listed in **Schedule “D”** to this Order currently in the name of Korite (or any one of its name predecessors, including Korite Minerals Limited and Canadian Korite Gems Ltd.) to the Purchaser; and
 - (ii) 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 existing certificate(s) of title;
- (b) Alberta Energy shall and is hereby authorized, requested and directed to forthwith transfer all Mineral Rights Agreements listed in **Schedule "E"** to this Order and as described in Schedule 1.1(rrr) of the Sale Agreement standing in the name of Korite, to the Purchaser free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;
- (c) Alberta Culture and Tourism shall and is hereby authorized, requested and directed to forthwith transfer all Historical Resources Act Exemptions listed in **Schedule "F"** to this Order standing in the name of Korite, to the Purchaser free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;

- (d) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of Korite in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods; and
 - (e) the Canadian Intellectual Property Office shall and is hereby directed to forthwith:
 - (i) transfer any trademarks in any of the Intellectual Property listed in **Schedule "G"** to this Order and as described in Schedule 1.1(kkk) of the Sale Agreement standing in the name of Korite to the Purchaser, and (ii) amend the Canadian trademark register to reflect the foregoing transfers.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by Korite of the Sale Agreement.
7. Upon delivery of the Monitor'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 Korite.

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. No distributions of net proceeds from sale of the Purchased Assets shall be made other than in accordance with further orders of this Court.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Korite.
10. Upon completion of the Transaction, Korite and all persons who claim by, through or under Korite in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
11. Following completion of the Transaction, Korite is hereby permitted to complete, execute and file any necessary application, articles of amendment, certificate of amendment or such other documents or instruments as may be required to change its legal name, to the

extent required pursuant to the Sale Agreement, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the applicable governmental authority without the requirement (if any) of obtaining director or shareholder approval pursuant to any applicable federal or provincial legislation.

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 Korite, or any person claiming by, through or against Korite.
13. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against Korite, other than as described in the Sale Agreement.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against Korite.
15. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser.
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, Korite is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Korite's records pertaining to Korite's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Korite was entitled.

MISCELLANEOUS MATTERS

17. Korite is authorized and empowered, in respect of the Purchased Assets, to execute and deliver:

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

18. Notwithstanding:

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

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

19. Korite, the Monitor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

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

21. Service of this Order shall be deemed good and sufficient by:

(a) serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) posting a copy of this Order on the Monitor's website at: <https://www.bdo.ca/en-ca/extranets/korite/>

and service on any other person is hereby dispensed with.

22. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta

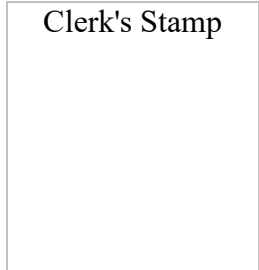
SCHEDULE "A"

Form of Monitor's Certificate

COURT FILE NUMBER 2001-07942

COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY



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

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

DOCUMENT **MONITOR'S CERTIFICATE**

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

RECITALS

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

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid or has otherwise satisfied in full the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 8.1, 8.2 and 8.3 of the Sale Agreement have been satisfied or waived by Korite and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Monitor; and
4. The Monitor has received no notice of objection to the assignment to and assumption by the Purchaser of an Additional Assigned Contract as defined in the Assignment of Assumed Contracts Order.

5. This Certificate was delivered by the Monitor at [Time] on [Date].

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

Per: _____

Name: Marc Kelly

Title: Senior Vice President

SCHEDULE "B"

PURCHASED ASSETS

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

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

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

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

SCHEDULE "C"

CLAIMS

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

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

ENCUMBRANCES

The following encumbrances are registered at the Alberta Personal Property Registry:

Debtor	Secured Party	Registration	Collateral
Korite International Inc.	Nadine Van Der Velde Pierre Pare	20062632963	All present and after-acquired personal property of the Debtor
Korite International Inc.	Nadine Van Der Velde Pierre Pare	20062633006	Land Charge

The following encumbrances are registered at the Land Titles Registrar:

Caveator	Type of Registration	Title Number(s)	Registration Number
Canadian Imperial Bank of Commerce	Caveat re Agreement Charging Land	159D182; 731 062 804	151 249 216
Canadian Imperial Bank of Commerce	Caveat re Agreement Charging Land	891 053 743; 891 053 743B; 891 053 743C; 891 053 743D	151 276 396

Caveator	Type of Registration	Title Number(s)	Registration Number
Canadian Imperial Bank of Commerce	Caveat re Agreement Charging Land	071 384 566 +1; 891 035 133C	151 249 227

SCHEDULE "D"

PERMITTED ENCUMBRANCES

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

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

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

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

The following lists those Caveats to be transferred in relation to the Mineral Rights Agreements:

Lease Description	Counterparty to Contract	Registered Owner on Title	Title Number(s) and Registration(s)
Ammonite Work Permit dated July 18, 2011 between Encana Corporation and Korite Minerals Ltd.	PrairieSky Royalty Ltd. (formerly Encana)	PrairieSky Royalty Ltd. Fee Simple interest in M&Ms	141 184 548 +9 <ul style="list-style-type: none"> 891 160 427 Caveat in favour of Korite Minerals Limited 141 188 182 +1 <ul style="list-style-type: none"> 891 160 429 Caveat in favour of Korite Minerals Limited
Kormos Surface Lease Agreement made by 1828713 Alberta Ltd. and Korite Minerals Ltd. dated August 31, 2015 as assigned by 1828713 Alberta Ltd. to Vandervalk Farms Ltd., Aaron Nauta Ltd. and 1362179 Alberta Ltd.	Vandervalk Farms et al (formerly Kormos)	Vandervalk Farms Ltd. (undivided ½ interest) Aaron Nauta Ltd. (undivided ¼ interest) 1362179 Alberta Ltd. (undivided ¼ interest) Fee Simple interest in Surface Lands	171 285 691, 171285691+8, 171285691+3, 171285691 +2, 171285691 +1, 171 285 691 +5, 171 285 691 +6 <ul style="list-style-type: none"> 791 088 182 Caveat in favour of Korite Minerals Limited 151 262 770 Caveat Lease Interest in favour of Korite Minerals Limited 171 285 691 +4 <ul style="list-style-type: none"> 151 262 770 Caveat Lease Interest in favour of Korite Minerals Limited 171285691+7 <ul style="list-style-type: none"> 791 088 182 Caveat in favour of Korite Minerals Limited 041 428 211 Caveat Re Assignment of Lease in favour of Korite Minerals Limited 151 262 770 Caveat Lease Interest in favour of Korite Minerals Limited
Memorandum of Mineral Lease Kormos Resources Ltd. and Korite Minerals Limited dated September 8, 2004 Amendment to Memorandum of Mineral Lease June 21, 2006 made by Kormos	Kormos Resources	Kormos Resources Ltd. Fee Simple interest in M&Ms	861 005 385, 971 083 986, 861 005 407, 861 005 408 <ul style="list-style-type: none"> 041 414 512 Caveat Lease in favour of Korite Minerals Limited 791 086 589 Caveat in favour of Canadian Korite Gems Ltd.

Research Ltd. and Kormite Minerals Limited Memorandum of Mineral Lease made by Kormos Resources Ltd. and Korite International Inc. dated May 17, 2017			
Mineral Lease Agreement between TwoGee Developments Ltd. and Korite Minerals Limited dated December 1, 2012	TwoGee Developments	Twogee Developments Ltd. Fee Simple interest in M&Ms	159D182, 731 062 804 <ul style="list-style-type: none"> • 131 020 767 Caveat Re: Lease Interest, Etc. Korite Minerals Limited
N/A	N/A	Joanne Wocknitz Fee Simple interest in M&Ms	131 219 064 +1 <ul style="list-style-type: none"> • 891 160 433 Caveat re: See Caveat in favour of Korite Minerals Limited
N/A	N/A	1134699 Alberta Ltd. Fee Simple interest in M&Ms	051 056 894 <ul style="list-style-type: none"> • 891 160 435 Caveat re: See Caveat in favour of Korite Minerals Limited

SCHEDULE "E"

MINERAL RIGHTS AGREEMENTS

The Mineral Rights Agreements shall include those Contracts listed below:

1. The following ammonite shell agreements:

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

2. The following mine leases:

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

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

HISTORICAL RESOURCES ACT EXEMPTIONS

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

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

SCHEDULE "G"
INTELLECTUAL PROPERTY

The following trademarks form part of the Intellectual Property:

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

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

