

COURT FILE NUMBER **1703 00252**

COURT **COURT OF QUEEN'S BENCH
OF ALBERTA**

JUDICIAL CENTRE **EDMONTON**

PLAINTIFF(S) **LAUDER INDUSTRIES INC.**

DEFENDANT(S) **EMILIE ANNE REID and REID
WORLDWIDE CORPORATION**

DOCUMENT **AFFIDAVIT OF Art Lauder**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Doherty Schuldhaus LLP
219, 6203-28 avenue
Edmonton, AB T6L 6K3
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File No.: 92,935/mr

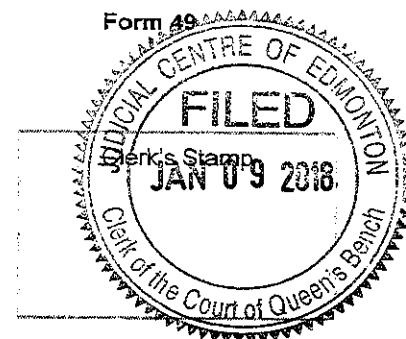
AFFIDAVIT OF ART LAUDER

Sworn on January 9, 2018

I, Art Lauder, of Edmonton, Alberta,

SWEAR AND SAY THAT:

1. I am an Officer and Director of Lauder Industries Inc., and can swear positively to the following facts.
2. Attached as **Exhibit "A"** to this my Affidavit is a copy of an Order of the Honourable Justice H.D. Hilliar, in Alberta Court of Queen's Bench Action Number 1703-21274. Paragraph nine (9) of that Order apparently stays the within Action against Reid Worldwide Corporation.
3. An agreement to grant the requested Easement was entered into between the Plaintiff and the Defendants in 2014. The Agreement was negotiated verbally between Ken Cowies as agent for the Plaintiff and Rashid Reid as agent for the Defendants. The agreement was reduced to writing in an exchange of correspondence between counsel for the parties. Attached as **Exhibit "B"** to this my Affidavit is an email from Patrick Reid, who was acting for Lauder Industries Inc., to Greg Gartner of Moody Gartner, who was acting for Reid Worldwide Corporation and Emilie Reid. The



email is dated December 9, 2014.

4. Attached as **Exhibit "C"** to this my Affidavit is a letter dated January 7, 2015, from Greg Gartner to Patrick Reid.
5. The Emergency Exit referred to by Patrick Reid, was required by the County of Wetaskiwin for the subdivision approval of the Plaintiff's development on the Plaintiffs land, Lot B, adjoining the land owned by Reid Worldwide Corporation and Emilie Reid, Lot A.

Attached as **Exhibit "D"** to this my Affidavit is a copy of Title to land legally described as;

Plan 0020956
Lot B
Excepting Thereout All Mines And Minerals
(Lot B)

Attached as **Exhibit "E"** to this my Affidavit is a copy of the Title to the Land legally described as

Plan 0020956
Lot A
Excepting Thereout All Mines And Minerals
(Lot A)

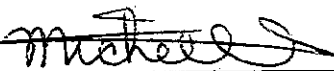
6. The Emergency Access discussed between Ken Cowles and Rashid Reid, which is referred to in the January 7, 2015 letter, Exhibit "C", was for persons who would purchase lots in the Subdivision being developed by the Plaintiff on Lot B and also for Fire Trucks, Ambulances and other emergency vehicles operated by the County of Wetaskiwin or others.
7. The conditions in Mr. Gartners letter, Exhibit "C", were complied with.
8. Attached as **Exhibit "F"** to this my Affidavit, is an email dated July 20, 2015 and attachments sent by the engineers who dealt with the drainage issues, Item number two (2) in Exhibit "C".
9. Attached as **Exhibit "G"** to this my Affidavit, is a letter from Mr. Gartner dated November 26, 2015 to the County of Wetaskiwin.
10. Attached as **Exhibit "H"** to this my Affidavit, is an email dated December 1, 2015 from Moody Gartner to myself.
11. Attached as **Exhibit "I"** to this my Affidavit, is a copy of a letter dated December 7, 2015, which shows the \$25,000.00 holdback referred to in point number 1 of Exhibit "C", was released to Reid Worldwide Corporation.
12. The Lis Pendens referred to in point 3 of Exhibit "C" was discharged and a review of Exhibit "E" shows it is no longer on the title.
13. Attached as **Exhibit "J"** to this my Affidavit is a letter and enclosures from the County of Wetaskiwin, dated March 29, 2016.
14. Attached as **Exhibit "K"** to this my Affidavit is a copy of an email from Rod Hawken to Greg Hembroff of Reid Worldwide Corporation, dated May 2, 2016.
15. After having negotiated wording of the Easement with the County and the County having agreed

to the wording Reid retained new counsel, Bryan & Company. Despite having agreed to the Emergency Access with Lauder Industries Inc., and the County having changed the wording of the Easement Document to address the concerns of Reid Worldwide Corporation, Reid Worldwide Corporation refused to sign the Easement: Attached as **Exhibit "L"** to this my Affidavit, is an email from Byran & Company, dated August 10, 2016 to the County indicating that Reid was not prepared to do what Lauder Industries Inc., understood Reid had agreed to do.

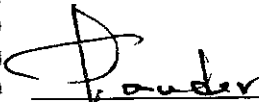
16. I make this Affidavit in Support of am Application to lift the stay of proceeding in this matter and also for Summary Judgment.

17. The lack of a registered Easement is holding up the completion and sale of the residential development lots in Lot B. If the Easement is not signed, then Lauder Industries Inc., will suffer signifiant loss and damage being the cost of constructing a new Emergency Access Road on the property and the loss of two or more residential lots in the subdivision. The losses are estimated to exceed \$1,000,000.00 .

SWORN BEFORE on this 9 day of January)
2018.)



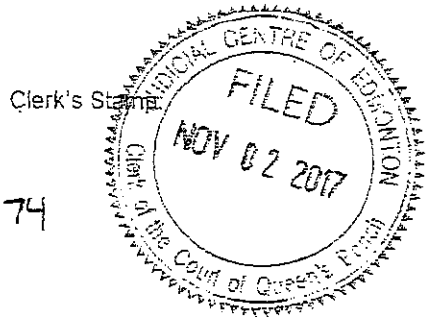
Commissioner for Oaths in and for the Province)
of Alberta)



Art Lauder)

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 2020

I hereby certify this to be a true copy of the original.
[Signature]
for Clerk of the Court



COURT FILE NUMBER	1703 21274
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON
PLAINTIFF(S)	ROYAL BANK OF CANADA
DEFENDANT(S)	REID-BUILT HOMES LTD., 1679775 ALBERTA LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD, REID INVESTMENTS LTD., REID CAPITAL CORP. and EMILIE REID
DOCUMENT	<u>CONSENT RECEIVERSHIP ORDER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Ray C. Rutman Denions Canada LLP 2900 Manulife Place 10180 - 101 Street Edmonton, Alberta T5J 3V5 Ph. (780) 423-7246 Fx. (780) 423-7276 File No.: 125665-8723/RCR
DATE ON WHICH ORDER WAS PRONOUNCED:	November 2, 2017
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton, Alberta
NAME JUSTICE WHO MADE THIS ORDER:	The Honourable Justice S. D. Hillier

UPON the application of the Plaintiff, Royal Bank of Canada ("RBC") in respect of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., and Reid Capital Corp., (individually and collectively referred to as the "Debtor") and in respect of Emilie Reid; AND UPON reading the consent of Aivarez & Marsal Canada Inc. ("A&M") to act as Receiver and Manager (the "Receiver") of the property of the Debtor, filed; AND UPON hearing counsel for RBC, counsel for the Defendants and counsel for the Receiver, IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

- The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

- Pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the "BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000 c.J-2 and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 (the "PPSA") A&M is hereby appointed Receiver, without security, of all of all of the Debtor's current and future assets, undertakings and properties

This Exhibit "A" referred to in the Affidavit of

Art Louder

Sworn before me this 9 day of January 20 18

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 2020

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of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
 - (j) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof in the ordinary course of business without the approval of this Honourable Court and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of the Court in respect of any transaction out of the ordinary course of business not exceeding \$150,000.00, provided that the aggregate consideration for all such transactions out of the ordinary course of business does not exceed \$1,000,000.00; and

(ii) with the approval of this Court in respect of any transaction out of the ordinary course of business in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *PPSA* shall not be required.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(r) to assign the Debtor into bankruptcy; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

4. ~~The Receiver is hereby further empowered and authorized, but not obligated, to sign in the name of and on behalf of the Debtor any documentation necessary to effect the transfer of any aircraft or helicopter or any component of any aircraft or helicopter and all relevant registries are directed to accept any documents signed by the Receiver in the name of and on behalf of the Debtor for this purpose.~~

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DUTY TO PROVIDE ACCESS AND CO-OPERATION OF THE RECEIVER

5. (i) The Debtor, (ii) all of its respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a

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payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined by the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may

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terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES.

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or willful misconduct.
- (b) Nothing in sub-paragraph exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause below, the Receiver:
 - (A) complies with the order, or
 - (B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the

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order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- (A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- (B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the *BIA* or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

RECEIVER'S ACCOUNTS

18. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

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22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

DECLARATION

26. It is hereby declared that there is due and owing by the Defendants to the Plaintiff:
 - (a) Reid-Built Homes Ltd. - \$63,995,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis;
 - (b) 1679775 Alberta Ltd. - \$63,995,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis;
 - (c) Reid Worldwide Corporation - \$63,995,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis;
 - (d) Builder's Direct Supply Ltd. - \$63,995,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis;
 - (e) Reid Built Homes Calgary Ltd. - \$64,130,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis;
 - (f) Reid Investments Ltd. - \$63,995,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis;
 - (g) Reid Capital Corp. - \$63,995,884.71 plus interest from and after November 1, 2017 at a rate equal to \$8,054.52 per day plus costs on a solicitor and own client full indemnity basis; and
 - (h) Emilie Reid - \$2,000,000.00 plus interest from and after November 1, 2017 at a rate equal to \$435.61 per day plus costs on a solicitor and own client full indemnity basis.

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GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
29. The requirement of the parties to engage in a dispute resolution process is dispensed with.
30. The Registrar of Land Titles is directed to register a copy of this Order in the Land Titles Office against Title to any land registered in the name of the Debtor notwithstanding the requirements of Subsection 191(1) of the *Land Titles Act* R.S.A. 2000 c L-4.
31. In accordance with Section 13(2) of the *Judicature Act*, Section 65(7) of the *PPSA*, Section 99 of the *Business Corporations Act*, and the *Rules of Court* 1.2, 1.3, 1.4 and 6.11(1)(e), subject to any further order of this Honourable Court:
 - (a) The Receiver is authorized, in its discretion, to report to this Honourable Court by report as opposed to affidavit;
 - (b) The Court may consider the information and evidence of any such report on the hearing of any application.
32. Subject to any further direction of this Honourable Court, the Court shall consider the information and evidence contained in any such report filed by the Receiver on the hearing of any application to the extent that the information and evidence contained in such a report is relevant and material to any matter before this Honourable Court.
33. The Plaintiff is given leave to continue with any and all proceedings in relation to this matter.
34. To the extent that any portion, direction or element of this Order is granted pursuant to the *BIA*, this Order is subject to provisional execution, notwithstanding any appeal therefrom.
35. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 orders and to provide such assistance to the Receiver, as an officer of this 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.
36. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
37. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, to be paid by the Receiver from the Debtors estate with such priority and at such time as this Court may determine.

- 38. Service of this Order and any and all other documents in these proceedings may be affected without limitation on as per attached page/ and such service shall be deemed good and sufficient for all purposes. 10A paragraph 38A
- 39. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING


40. The Receiver shall establish and maintain a website in respect of these proceedings at www.alvarezandmarsal.com/reidbuilt and shall post there as soon as practicable:

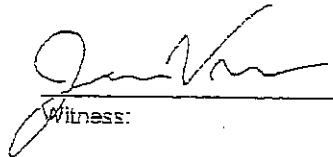
- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

" S.D. Hillier "
J.C.Q.B.A.

THIS ORDER IS CONSENTED TO:

REID-BUILT HOMES LTD.


Per:  _____

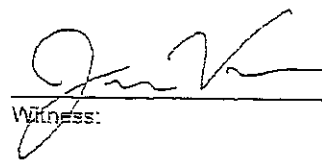


Witness:

THIS ORDER IS CONSENTED TO:

1679775 ALBERTA LTD.

Per:  _____

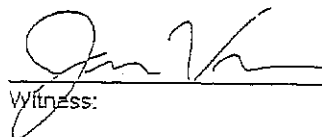


Witness:

THIS ORDER IS CONSENTED TO:

REID WORLDWIDE CORPORATION

Per:  _____



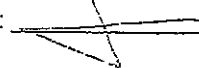
Witness:


- 10A -

38A. Service of this Order and any and all other documents in these proceedings may be effected without limitation on interested Persons or their counsel by personal service, email, facsimile, courier or registered mail and such service shall be deemed good and sufficient for all purposes.

THIS ORDER IS CONSENTED TO:

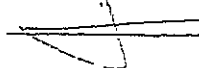
BUILDER'S DIRECT SUPPLY LTD.


Per: 


Witness:

THIS ORDER IS CONSENTED TO:

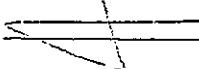
REID BUILT HOMES CALGARY LTD


Per: 


Witness:

THIS ORDER IS CONSENTED TO:


REID INVESTMENTS LTD.


Per: 


Witness:

THIS ORDER IS CONSENTED TO:


REID CAPITAL CORP.

Per: 



Witness:

THIS ORDER IS CONSENTED TO:

Per: 
EMILIE REID


Witness:

THIS ORDER IS CONSENTED TO:

Per: 
Solicitors for the Defendants other than Emilie Reid

THIS ORDER IS CONSENTED TO:

Per: 
Solicitors for Emilie Reid

KENTIGERN A. ROWAN, Q.C.
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

- 12 -

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____ the receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property of REID-BUILT HOMES LTD., 1679775 ALBERTA LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., and REID CAPITAL CORP. appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the ____ day of _____, 201__ (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

- 13 -

DATED the ____ day of _____.

_____, solely in its capacity
as Receiver of the Property (as defined in the Order),
and not in its personal capacity

Per: _____

Name: _____

Title: _____

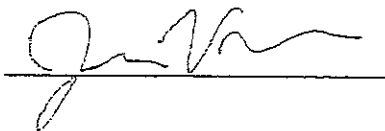
AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT)
) Jenna Vivian
) of Edmonton
) in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see Jim Morrison of REID-BUILT HOMES LTD., who is the person named in the within instrument, duly sign the instrument.
2. THAT the instrument was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 22th day of)
July, 2017.)



[Signature]
 A COMMISSIONER FOR OATHS IN AND
 FOR THE PROVINCE OF ALBERTA

Blank - Permission to Use
 My Commission Expires
 August 23, 2019

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT)
 I, Jenna Vivian
 of EDMONTON
 in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see Jim Morrison of 1679775 ALBERTA LTD., who is the person named in the within instrument, duly sign the instrument.
2. THAT the instrument was executed at EDMONTON in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 20th day of)
July, 2017.)

Jenna Vivian

[Signature]
 A COMMISSIONER FOR OATHS IN AND
 FOR THE PROVINCE OF ALBERTA

Not a Public Officer
 My Commission Expires
August 2, 2019

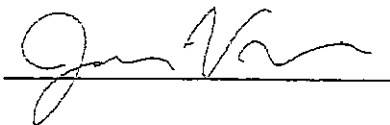
AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT)
 I, Jenna Vivian
 of Edmonton
 in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see JIM Morrison of REID WORLDWIDE CORPORATION, who is the person named in the within Instrument.
2. THAT the instrument was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 20th day of)
July, 2017.)



[Signature]
 A COMMISSIONER FOR OATHS IN AND
 FOR THE PROVINCE OF ALBERTA

Shirley L. Farnsworth, J.J.S.
 My Commission Expires
 August 20, 2019

AFFIDAVIT OF EXECUTION

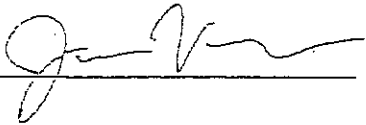
CANADA)
PROVINCE OF ALBERTA)
TO WIT)


I, Jenna Vivian
of Edmonton
in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see Jim Morrison of BUILDER'S DIRECT SUPPLY LTD., who is the person named in the within instrument.
2. THAT the instrument was executed at Edmonton in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
in the Province of Alberta,)
this 20th day of)
January, 2017.)




A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Shari L. Fennell, J.C. (s))
My Commission Expires)
on just 23, 2019)

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT) Jenna Vivian
) of Edmonton
) in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see JIM Morrison of REID BUILT HOMES CALGARY LTD., who is the person named in the within Instrument.
2. THAT the instrument was executed at Edmonton in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 22th day of)
July, 2017.)

Jenna Vivian

[Signature]
 A COMMISSIONER FOR OATHS IN AND
 FOR THE PROVINCE OF ALBERTA

My Commission Expires
 August 23, 2019

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT)
 I, Jenna Vivian
 of Edmonton
 in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see Jim Morrison of REID INVESTMENTS LTD., who is the person named in the within instrument, duly sign the instrument.
2. THAT the instrument was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 20th day of)
July, 2017.)

[Signature]

[Signature]
 A COMMISSIONER FOR OATHS IN AND
 FOR THE PROVINCE OF ALBERTA

Shirley L. Thompson, J.C. 1
 My Commission Expires
 August 23, 2019

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT)
 I, Jenna Vivian
 of Edmonton
 in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see Jim Morrison of REID CAPITAL CORP., who is the person named in the within instrument, duly sign the instrument.
2. THAT the instrument was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 20th day of)
July, 2017.)

[Signature]

[Signature]
 A COMMISSIONER FOR OATHS IN AND
 FOR THE PROVINCE OF ALBERTA

Chief L. Fenwick's Act
 My Commission Expires
 August 23, 2019

AFFIDAVIT OF EXECUTION

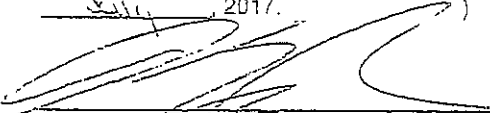
CANADA)	I, <u>Jenna Virjan</u>
PROVINCE OF ALBERTA)	of <u>Edmonton</u>
TO WIT)	in the Province of Alberta.

MAKE OATH AND SAY:

1. THAT I was personally present and did see EMILIE REID who is the person named in the within Instrument, duly sign the instrument.
2. THAT the instrument was executed at Edmonton in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe the said person whose signature I witnessed as at least the age of eighteen years.

SWORN before me at Edmonton)
 in the Province of Alberta,)
 this 19 day of)
July, 2017.)





A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

KENTIGERN A. ROWAN, Q.C.
 Barrister & Solicitor
 A Commissioner for Oaths
 in and for Alberta

Apr. 11. 2017 11:09AM:

No. 1314 P. 2

Patrick Reid

From: Patrick Reid <reidiaw@telusplanet.net>
Sent: December 9, 2014 7:51 PM
To: 'ggartner@moodysgartner.com'
Subject: Reid International / Lauder

Greg

We had a couple of phone discussions lined up but were not able to connect. Perhaps you could e-mail me with what it is you wanted to discuss. From my client's point of view he wanted me to discuss with you the possibility of your client agreeing to allow a side road on his property be used as an emergency exit from my client's sub-division rather than my client having to build another road. I had understood that our respective clients had discussed and agreed to this as my client had agreed in exchange to allow something to do with the water flow over his land to your client's land. Please discuss this with your client and get back to me.

PAR

This is Exhibit B referred to in the Affidavit of Art Lauder
Sworn before me this 9 day of January 20 18
Michelle
A Commissioner for Oaths in and for the Province of Alberta
MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 20 20



Moodys Gartner Tax Law LLP
2701, 10004 - 104 Avenue NW
Edmonton, AB T5J 0K1
Canada
M 780.784.2500
F 780.784.2525
moodysgartner.com

January 7, 2015

VIA EMAIL: REIDLAW@TELUSPLANET.NET

FILE NO. 5173-3536

PATRICK A. REID
Barrister & Solicitor
Suite 202-2 Athabasca Ave
Sherwood Park, AB T8A 4E3

Dear Sir:

Re: Access to Road on Plan 0020956, Lot A (the "Subject Land")

Thank you for your email dated December 9, 2014 wherein you have requested our clients' authorization (the "Requested Authorization") to access a road on the Subject Land as an emergency access for your client's subdivision on Plan 0020956, Lot B ("Lot B"). We have been advised by our clients that they would be agreeable to granting your client the Requested Authorization provided the following three conditions precedent have been satisfied:

1. Your client releases the \$25,000 holdback which was withheld from the mortgage loan pay out with respect to Lot B pursuant to our previous correspondence and the concrete moorings with respect to the subject "boat launch" remain where they are;
2. Your client agrees to remedy, at his sole expense and to the complete satisfaction of our clients, the drainage issue on the Subject Land and Lot B which we have been advised by the County of Wetaskiwin No. 10 was caused by your client installing a new road on Lot B which blocked the natural drainage on Lot B and the Subject Land; and
3. Your client removes the lis pendens he registered on November 25, 2008 on the Certificate of Title for the Subject Land.

Should you have any questions, please do not hesitate to contact our office.

Yours very truly,
Moodys Gartner Tax Law LLP

[Signature]
Greg Gartner CA, QC
Direct Phone: 780.784.2501
Email: ggartner@moodysgartner.com

GJG/eb
Enclosure

c.c. Cory Beattie
Jim Morrison

This is Exhibit C referred to in the
Affidavit of

Art Louder

Sworn before me this 9 day
of January 2015

Michelle Rice

A Commissioner for Oaths in and for
the Province of Alberta

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta

My Commission Expires Aug. 21, 2020

Tax well solved.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0028 344 828 0020956;;B 132 196 132

LEGAL DESCRIPTION
PLAN 0020956
LOT B
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.2 HECTARES (5.44 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;28;47;2;NE
MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10
REFERENCE NUMBER: 102 389 729

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
132 196 132	28/06/2013	TRANSFER OF LAND	\$2,500,000	\$2,500,000

OWNERS
LAUDER INDUSTRIES INC.
OF 2110 70TH AVE NW
EDMONTON
ALBERTA T6P 1N6

This is Exhibit "D" referred to in the
Affidavit of
Art Lauder
Sworn before me this 9 day
of January 2013
Michelle Rice
A Commissioner for Oaths in and for
the Province of Alberta

(DATA UPDATED BY: CHANGE OF ADDRESS 132204990)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
1709LS	29/12/1959	CAVEAT

RE : EASEMENT
CAVEATOR - FORTISALBERTA INC.
320-17 AVE SW
CALGARY
ALBERTA T2S2V1
AGENT - GARRY SIMPSON

(DATA UPDATED BY: TRANSFER OF CAVEAT
022165539)

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 2020

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
132 196 132

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

(DATA UPDATED BY: CHANGE OF ADDRESS 082554624)
(DATA UPDATED BY: TRANSFER OF CAVEAT
152079008)

772 133 490 14/07/1977 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.
10035-105 ST
EDMONTON
ALBERTA T5J2V6
" AFFECTS PART OF THIS TITLE "

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012023483)

002 083 581 31/03/2000 CAVEAT
RE : DEFERRED RESERVE
CAVEATOR - THE COUNTY OF WETASKIWIN NO. 10.
C/O WEST CENTRAL PLANNING AGENCY
105 5111 50 AVENUE
WETASKIWIN
ALBERTA T9A1S5
AGENT - ROBERT H RIDDETT.

152 256 204 21/08/2015 UTILITY RIGHT OF WAY
GRANTEE - FORTISALBERTA INC.

162 063 210 01/03/2016 BUILDER'S LIEN
LIENOR - NU-LINE POWERLINE CONTRACTORS LTD.
C/O MURRAY CHILIBECK & HORNE LLP
10605-172 STREET
EDMONTON
ALBERTA T5S1P1
AGENT - KEVIN ROSS
AMOUNT: \$107,793

162 234 310 25/08/2016 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 162063210
BUILDER'S LIEN ACT

162 323 015 16/11/2016 CAVEAT
RE : EASEMENT

172 005 433 06/01/2017 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 162323015

TOTAL INSTRUMENTS: 008

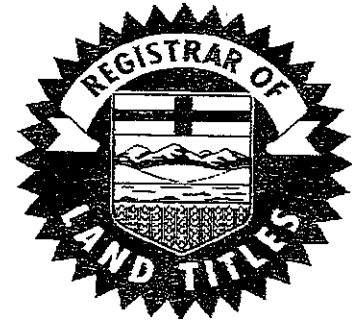
PAGE 3

132 196 132

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF
NOVEMBER, 2017 AT 03:46 P.M.

ORDER NUMBER: 34045355

CUSTOMER FILE NUMBER: 92935



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0028 344 810 0020956;;A 092 462 002

LEGAL DESCRIPTION
 PLAN 0020956
 LOT A
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 2.2 HECTARES (5.44 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;28;47;2;NE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

REFERENCE NUMBER: 092 462 001

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
092 462 002	22/12/2009	TRANSFER OF LAND	\$1,200,000	NOMINAL

OWNERS

EMILIE ANNE REID
 OF 20 WEST POINT WYNDE
 EDMONTON
 ALBERTA T5T 5N5
 AS TO AN UNDIVIDED 11% INTEREST

REID WORLDWIDE CORPORATION.
 OF 10707-182 ST
 EDMONTON
 ALBERTA T5S 1J5
 AS TO AN UNDIVIDED 89% INTEREST

This is Exhibit **E** referred to in the
 Affidavit of
Art Lauder
 Sworn before me this 9 day
 of January 2016
Michelle Rice
 A Commissioner for Oaths in and for
 the Province of Alberta

MICHELLE RICE
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires Aug. 21, 2020

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1709LS	29/12/1959	CAVEAT RE : EASEMENT

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
092 462 002

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - FORTISALBERTA INC.
320-17 AVE SW
CALGARY
ALBERTA T2S2V1
AGENT - GARRY SIMPSON
(DATA UPDATED BY: TRANSFER OF CAVEAT
022165539)
(DATA UPDATED BY: CHANGE OF ADDRESS 082554624)
(DATA UPDATED BY: TRANSFER OF CAVEAT
152079008)

772 133 490 14/07/1977 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.
10035-105 ST
EDMONTON
ALBERTA T5J2V6
" AFFECTS PART OF THIS TITLE "

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012023483)

002 083 582 31/03/2000 CAVEAT
RE : DEFERRED RESERVE
CAVEATOR - THE COUNTY OF WETASKIWIN NO. 10.
WEST CENTRAL PLANNING AGENCY
#105, 5111 - 50 AVENUE
WETASKIWIN
ALBERTA T9A0S5
AGENT - ROBERT H RIDDETT.

162 323 015 16/11/2016 CAVEAT
RE : EASEMENT

172 012 075 13/01/2017 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 162323015

172 200 823 03/08/2017 MORTGAGE
MORTGAGEE - ROYAL BANK OF CANADA.
3 FLR, 180 WELLINGTON ST WEST
TORONTO
ONTARIO M5J1J1
ORIGINAL PRINCIPAL AMOUNT: \$50,000,000
SEE INSTRUMENT FOR INTEREST

172 200 824 03/08/2017 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROYAL BANK OF CANADA.
3 FLR, 180 WELLINGTON ST WEST
TORONTO

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

092 462 002

NUMBER	DATE (D/M/Y)	PARTICULARS
--------	--------------	-------------

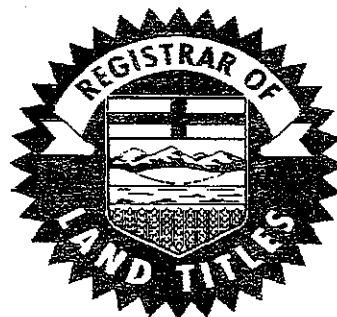
		ONTARIO M5J1J1 AGENT - ROBERT J DE GUZMAN SEE CAVEAT FOR INTEREST
172 200 825	03/08/2017	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 3 FLR, 180 WELLINGTON ST WEST TORONTO ONTARIO M5J1J1 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000 SEE INSTRUMENT FOR INTEREST
172 200 826	03/08/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. 3 FLR, 180 WELLINGTON ST WEST TORONTO ONTARIO M5J1J1 AGENT - ROBERT J DE GUZMAN SEE CAVEAT FOR INTEREST

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF
NOVEMBER, 2017 AT 03:49 P.M.

ORDER NUMBER: 34045385

CUSTOMER FILE NUMBER: 92935



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is the email with the culvert shown from the Reid's to you property. They may need to complete some minor grading if they want their entire low area to drain.....it had a few humps in it.

Regards,

Glen

Glen Pitt, P.L.(Eng), R.E.T.
Engineering Manager / Principal

"Providing Practical, Common Sense Solutions"
#90, 210 McLeod Ave., Spruce Grove, Ab, T7X 2K5
glen@teckera.ca | www.teckera.ca
Phone: (780) 948-1444 | Fax: 1-888-842-6147
Cell: (780) 803-0571

From: Glen Pitt [<mailto:glen@teckera.ca>]
Sent: Monday, July 27, 2015 2:11 PM
To: 'Ken Cowles' <ktrench007@gmail.com>
Subject: FW: 11-002 Cowles Landing

Ken,

Here is the email I was referring to RE: Offsite Drainage

Glen Pitt, P.L.(Eng), R.E.T.
Engineering Manager / Principal
"Providing Practical, Common Sense Solutions"
#90, 210 McLeod Ave., Spruce Grove, Ab, T7X 2K5
glen@teckera.ca | www.teckera.ca
Phone: (780) 948-1444 | Fax: 1-888-842-6147
Cell: (780) 803-0571

From: Glen Pitt [<mailto:glen@teckera.ca>]
Sent: Monday, July 20, 2015 12:10 PM
To: Ken Cowles
Subject: 11-002 Cowles Landing

Ken,

Further to our conversation, please find attached 2 marked up PDF's showing the drainage features that were installed to accommodate the north "offsite" area. This is the low are directly north of your site (within the Reid's property). A culvert was installed underneath your road and into the south ditch system where the runoff will be conveyed west.

This is the scheme discussed /agreed upon with the County some time ago when they were onsite reviewing the project.

I trust that this is the information you were looking for

This is Exhibit **F** referred to in the Affidavit of

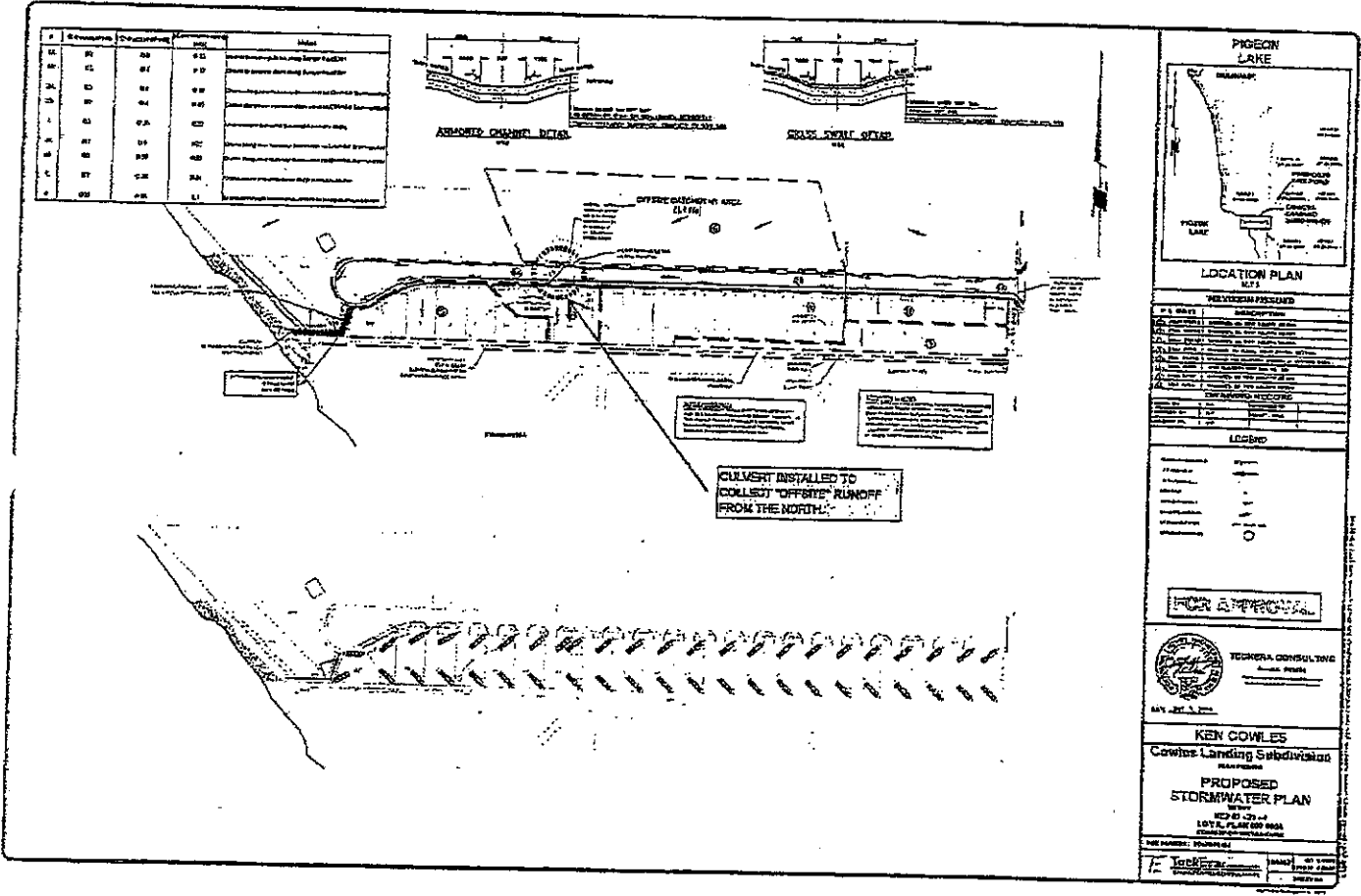
Art Lawder

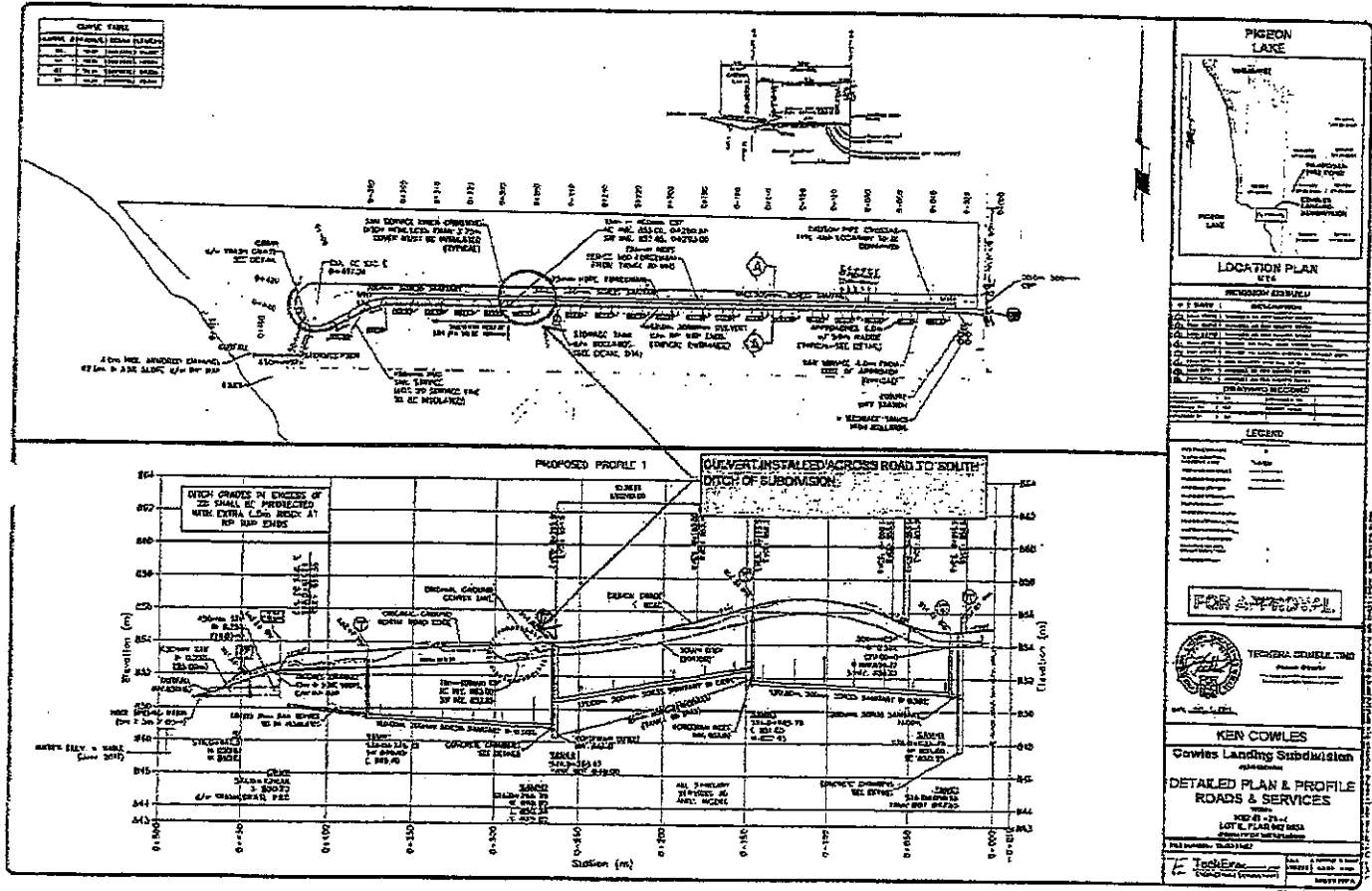
Sworn before me this **9** day of **January** 20 **15**

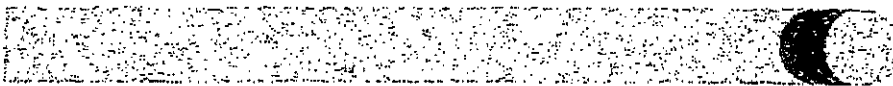
Michelle
A Commissioner for Oaths in and for the Province of Alberta

MICHELLE RICE
A Commissioner for Oaths in and for Alberta

My Commission Expires Aug. 21, 20**20**







Moodys Gartner Tax Law LLP
2701 100th St. SE, Suite 100
Edmonton, Alberta T6C 1B1
Canada
Tel: 780.784.2500
Fax: 780.784.2525
www.moodysgartner.com

November 26, 2015

VIA FAX

FILE NO. 5173-3536

COUNTY OF WETASKIWIN NO. 10
PO Box 6960
Wetaskiwin, AB T9A 2G5

Attention: Dave Blades, Director of Planning/Economic Development

Dear Sir,

Re: Emergency Access to Road on Plan 0020956, Lot A (the "Subject Land"), Pigeon Lake

Please be advised that our office represents Emilie Anne Reid and Reid Worldwide Corporation whom are the registered owners of the above referenced Subject Land.

It has been requested by the owner of Plan 0020956, Lot B, Lauder Industries Inc. ("Lauder") that we provide a letter to the County of Wetaskiwin (the "County"), so that access can be granted to the roadway which is located on the Subject Land for the purposes of facilitating the subdivision of land owned adjacent by Lauder.

We received a letter on October 29, 2015 from Dallas Vikse, Engineering Technologist for the County which stated that the required infrastructure to accommodate drainage is accepted and approved by the County (copy attached).

Our client agrees to the use of the roadway for emergency access only by Lauder (see Acknowledgement on page 2). We respectfully request the receipt of permission by the County be granted at your earliest convenience.

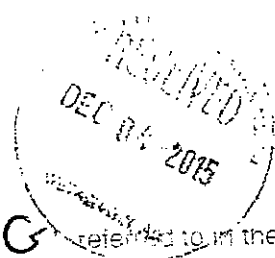
Should you have any questions, please do not hesitate to contact our office.

Yours very truly,
Moodys Gartner Tax Law LLP

07 Behar

Greg Gartner CA, QC
Direct Phone: 780.784.2501
Email: ggartner@moodysgartner.com

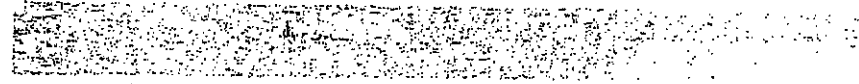
c.c. Greg Hembroff
Patrick Reid
Art Lauder



This is Exhibit G referred to in the Affidavit of
Art Lauder
Sworn before me this 9 day
of January 2015
Michelle
A Commissioner for Oaths in and for the Province of Alberta

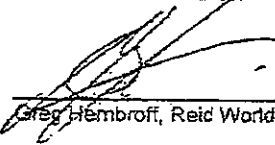
Tax well solved

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta



County of Wetaskiwin - Acknowledgement
November 26, 2015
Page 2 of 2

ACKNOWLEDGEMENT:



Greg Hembroff, Reid Worldwide

From: Erica Banick [mailto:ebanick@moodysgartner.com]
Sent: December 1, 2015 4:24 PM
To: Art Lauder (ALauder@hawk-eye.com) <ALauder@hawk-eye.com>; Patrick Reid <reidlaw@telusplanet.net>
Cc: Greg Gartner <ggartner@moodysgartner.com>; Greg Hembroff <ghembroff@reidbuilthomes.com>; Cory Beattie <Cbeattie@reidbuilthomes.com>
Subject: Access to Road on Plan 0020956, Lot B

Dear Sir,

After several email exchanges of information and review of items provided from Art Lauder (various engineering reports etc.), we enclose a copy of the letter we have sent to the County of Wetaskiwin advising them that our client agrees to allow your client emergency access to the roadway located on our client's property.

We confirm that our client is satisfied with the measures taken and reports provided addressing the drainage issue, and in accordance with our letter dated March 17, 2015, we will release to our client the \$25,000.00 holdback of funds relating to the mortgage loan payout for Lot B.

Should you have any questions, please do not hesitate to contact our office.

Yours truly,

Erica B.
On Behalf of Greg J. Gartner, QC

Erica Banick
Office Administrator/Paralegal to Greg J. Gartner CA, QC, MBA, LLB

Moodys Gartner Tax Law LLP | D 780.784.2503
2701, 10004 - 104 Avenue NW
Edmonton, AB T5J 0K1 Canada



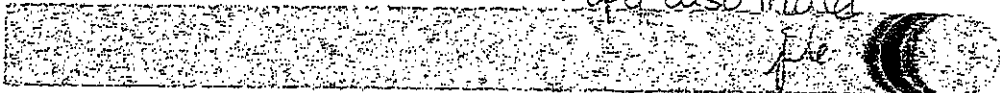
Confidentiality: This email is intended only for the person to whom it is addressed (the "addressee") and is confidential and may contain privileged material. Any review, retransmission, dissemination or other use by a person other than the addressee of this communication is prohibited.

If you received this in error, please contact the sender and destroy all copies of this email

<County of Wetaskiwin.pdf>

This is Exhibit **H**
Affidavit
Art Lauder
Sworn before me this **9**
of **January** **18**
Michelle Rice
A Commissioner for Oaths and Notary Public
the Province of Alberta

MICHELLE RICE
A Commissioner for Oaths
for Alberta



Moody's Gartner Tax Law LLP
2701, 10004 - 104 Avenue NW
Edmonton, AB T5J 0K1
Canada
M 780.784.2500
F 780.784.2525
moodysgartner.com

December 7, 2015

VIA DIRECT COURIER

REID WORLDWIDECORPORATION
18140 - 107 Avenue NW
EDMONTON, AB T5S 1K5

copy

Attention: Greg Hembroff

Dear Sir:

Re: Emergency Access Road - Plan 0020956 Lot B

Enclosed please find a cheque in the amount of \$25,000.00 representing the holdback amount withheld from the mortgage loan pay out with respect to Lot B.

Should you have any questions, please do not hesitate to contact our office.

Yours very truly,
Moody's Gartner Tax Law LLP

for Greg J. Gartner, LLB, CA, QC
Direct Phone: 780.784.2501
Email: ggartner@moodysgartner.com

GJG/eb
Enclosures

c.c. Cory Beattie, Reid Worldwide Corporation
Jim Morrison, Reid Worldwide Corporation
Patrick Reid, Reid Law Office

This is Exhibit I referred to in the
Affidavit of

Art Lauder

Sworn before me this 9 day

of January 2015

A Commissioner for Oaths in and for
the Province of Alberta

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 2020

Tax well solved.

MOODYS GARTNER TAX LAW LLP - TRUST ACCOUNT

210, 2020 - 4 ST. S.W.
CALGARY, AB T2S 1W3
Tel: (403) 699-5100

CANADIAN IMPERIAL BANK OF COMMERCE
CIBC PLACE - MAIN BRANCH
309-8TH AVE. S.W., BOX 2585
CALGARY, AB T2P 2P2

001188

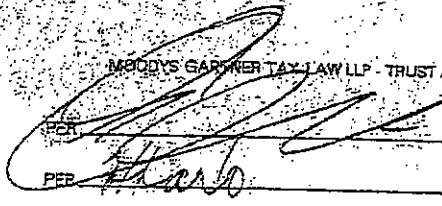
DATE 11 24 2015
M M D D Y Y Y Y

PAY *****Twenty-Five Thousand and 00/100*****

\$ **25,000.00

TO THE ORDER OF

Reid Worldwide Corporation
Reid Worldwide Corporation
18140 - 107 Avenue NW
Edmonton, AB T5S 1K5

MOODYS GARTNER TAX LAW LLP - TRUST ACCOUNT

PER Reid

MEMO Holdback - File #5173 - REID

"001188" :00009010: 54.79010"

MOODYS GARTNER TAX LAW LLP - TRUST ACCOUNT
Reid Worldwide Corporation

Holdback - File #5173 - REID

11/24/2015

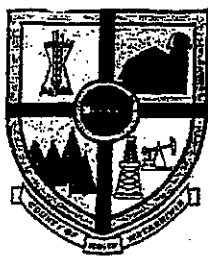
001188

25,000.00

REID Group - File #51 Holdback - File #5173 - REID

25,000.00

SECURITY FEATURES INCLUDING - THE REVERSE



County of Wetaskiwin No. 10

Leo Pigeon
P.O. Box 6960, Wetaskiwin, AB T9A 2G5
Phone: 780-352-3321
Fax: 780-352-3486
www.county.wetaskiwin.ab.ca

Strong Proactive Leadership • Safe Progressive Communities

March 29, 2016

Our Files: 2717.01, 2717.03
& 2714.00 S

Reid Worldwide Corporation
10707-182 Street
Edmonton, AB T5S 1J5

**RE: EMERGENCY ACCESS EASEMENT AGREEMENT – NE 2-47-28-W4M,
PLAN 0020956, LOT B AND NE 2-47-28-W4M, PLAN 0020956, LOT A**

Please find a copy of an Emergency Access Easement Agreement between Emilie Reid, Reid Worldwide Corp. and the County of Wetaskiwin in regards to an emergency right of way agreement between NE 2-47-28-W4M, Plan 0020956, Lot A and Lot B. This agreement is part of subdivision condition #1 for RW/11/21 (1502392 Alberta Ltd. – Ken Cowles).

Enclosed please find three (3) copies of the Emergency Access Agreement with the County. Please send three (3) original signed copies back to the County of Wetaskiwin and once the County has signed, we will mail one fully executed copy back to you for your records.

Please contact the undersigned if you have any questions or concerns.

Yours truly,

ROD HAWKEN
Assistant County Administrator
County of Wetaskiwin No.10

:lj
:enclosures
cc Ken Cowles

Exhibit J referred to in the
Affidavit of
Art Lauder
Sworn before me this 9 day
of January 2016
Michelle
Commissioner for Oaths in and for
the Province of Alberta

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta

THE LAND TITLES ACT

EMERGENCY ACCESS EASEMENT AGREEMENT

This Agreement made this ____ day of _____, 2016.

BETWEEN:

EMILIE ANNE REID
of 20 West Point Wynde, Edmonton, Alberta, T5T 5N5
As to an undivided 11% Interest

- and -

REID WORLDWIDE CORPORATION
of 10707-182 Street, Edmonton, Alberta, T5S 1J5
As to an undivided 89% Interest
(hereinafter referred to as the "Grantor")

of the first part

- and -

THE COUNTY OF WETASKIWIN
a municipal corporation in the Province of Alberta
with offices at Box 6960 , Wetaskiwin, Alberta, T9A 2G5
(hereinafter referred to as the "Grantee")

of the second part

WHEREAS:

- The Grantor is the registered owner of the following parcel of land, namely:

PLAN 0020956
LOT A
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter referred to as the "Grantor's Lands")
- The Grantee and the Grantor wish to enter into this Agreement to acknowledge their respective rights and obligations for the portions of the Grantor's Lands which are to be utilized for an emergency access (hereinafter referred to as the "emergency access") which runs along the existing roadway as shown in the attached Schedule 'A.'

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants and agreements hereinafter reserved and contained by the Grantor and Grantee to be observed and performed in the manner herein described, the Grantor does hereby grant, transfer and convey to the Grantee the right, privilege and easement over the emergency access, all upon and

subject to the terms and conditions hereinafter set forth.

1. The Grantor hereby grants the Grantee the right to enter upon the Grantor's lands to have a right of way for access on the Grantor's Lands, being the access along the existing roadway as shown in the attached Schedule 'A' of the Grantor's Lands for emergency access ONLY.
2. The Grantor and the Grantee hereby agree that the Grantor shall not obstruct the said right of way access.
3. The easements, agreements, covenants, benefits and obligations contained herein are and shall be of the same force and effect as a covenant running the land and these presents shall extend to, be binding upon, and enure to the benefit of the parties hereto, and their respective successors and assigns.
4. Any notice required or permitted to be given pursuant to the terms hereof shall be sent by registered mail to the Grantor or Grantee, as the case may be, at their respective addresses for service as registered at the Land Titles Office.
5. If any part of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent or judged not to be a covenant running with the land, the remainder of this Agreement shall be not affected thereby.
6. The Grantor and Grantee hereby indemnify and save harmless the other in respect to their respective rights and obligations contained in this Agreement.
7. The Grantee must install a locked gate between the Grantor's property and the adjacent Cowles' property.
8. Please find a copy of a letter dated November 26, 2015 from Moodys Gartner Tax Law LLP who represents Emilie Anne Reid and Reid Worldwide Corporation attached to this agreement that states that the owners of the land agrees to the use of the roadway for emergency access only by Lauder Industries Inc.

IN WITNESS WHEREOF this agreement has been executed as of the date first above written.

SIGNED, SEALED AND DELIVERED)
 by the Grantor in the presence of)
)
)
)
)
)
)
)

Witness

EMILIE REID

REID WORLDWIDE CORPORATION

For the COUNTY OF WETASKIWIN:

KATHY ROOYAKKERS
REEVE

ROD HAWKEN
COUNTY ADMINISTRATOR

780-361-6225

From: Rod Hawken
Sent: May-02-16 9:05 AM
To: 'ghembroff@rwwc.ca'
Cc: Lindsay Jacobsen; Amber Tripp
Subject: Cowles Emergency Access Easement

Greg:

Good morning. I am just following up on a revised emergency access agreement we forwarded on March 29 regarding the Cowles project. We had amended the original blanket easement to include the roadway only along with a condition of gate being installed between the properties. Have you had a chance to review the agreement yet and are there any remaining concerns?

Rod Hawken
Assistant CAO
780-361-6225

This is Exhibit K referred to in the Affidavit of
Art Lawder
Sworn before me this 9 day
of January 2018
Michelle
A Commissioner for Oaths in and for
the Province of Alberta

MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 2020

Ron Schuldhaus

From: Art Lauder <alauder@hawk-eye.com>
Sent: Tuesday, September 06, 2016 11:36 AM
To: Ron Schuldhaus
Subject: Fwd: Emergency Access Easement Agreement - Ken Cowles
Attachments: image001.jpg; image002.jpg

Sent from my iPhone

Begin forwarded message:

From: Ken Cowles <ktranch007@gmail.com>
Date: September 6, 2016 at 11:33:14 AM MDT
To: Art Lauder <alauder@hawk-eye.com>
Subject: Fwd: Emergency Access Easement Agreement - Ken Cowles

Sent from my iPhone

Begin forwarded message:

From: David Blades <d blades@county.wetaskiwin.ab.ca>
Date: September 6, 2016 at 10:33:17 AM MDT
To: "ktranch007@gmail.com" <ktranch007@gmail.com>
Subject: FW: Emergency Access Easement Agreement - Ken Cowles

Hello Ken:

Correspondence below for your information.

From: Stacey Denham Gibson [mailto:sagibson@bryanco.com]
Sent: August-10-16 9:57 PM
To: David Blades
Cc: Greg Hembroff
Subject: Emergency Access Easement Agreement - Ken Cowles

Hi David –

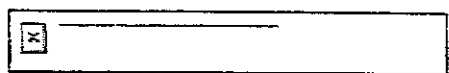
I am writing to advise that our clients, Reid Worldwide Corporation and Emilie Reid, are not willing to encumber their title with the proposed Emergency Access Easement Agreement benefitting the adjacent parcel to the south of their land.

If you have any questions or concerns, please don't hesitate to contact me.

Thank you,

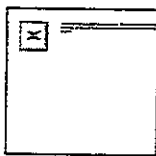
Stacey A. Denham Gibson

Katrina
420-4704



MICHELLE RICE
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 21, 2020
This is Exhibit 2 referred to in the
Affidavit of
Art Lauder
Sworn before me this 9 day
of January 20 18
Michelle
A Commissioner for Oaths in and for
the Province of Alberta

EMAIL sagibson@bryanco.com



Bryan & Company LLP
2600 Manulife Place 10180 101 Street Edmonton Alberta T5J 3Y2
Direct 780-420-4704 | Toll free 1 800 357 9265 | Fax 780 428 6324
Web www.bryanco.com

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