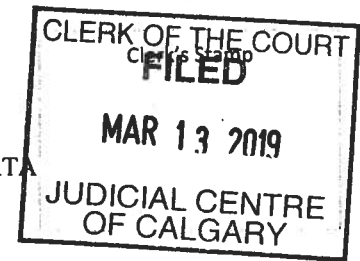


COURT FILE NUMBER 1501-08634

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA



DEFENDANTS SPRAGUE-ROSSER CONTRACTING CO. LTD., SPRAGUE-ROSSER DEVELOPMENTS INC., PACIFIC FEDERATION EQUITY GROUP INC., JEFFERY JESSAMINE, DANIEL EDWARDS AND MATTHEW MACKAY

DOCUMENT **ELEVENTH REPORT OF ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF SPRAGUE-ROSSER CONTRACTING CO. LTD., SPRAGUE-ROSSER DEVELOPMENTS INC., PACIFIC FEDERATION EQUITY GROUP INC.**

March 13th, 2019

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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ALVAREZ & MARSAL

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INTRODUCTION AND BACKGROUND

1. Alvarez & Marsal Canada Inc. was appointed Receiver (the “**Receiver**” or “**A&M**”) of all of the assets, undertakings and properties of Sprague-Rosser Contracting Co. Ltd. (“**Contracting**”), Sprague-Rosser Developments Inc. and Pacific Federation Equity Group Inc. (collectively, “**SR**” or the “**Company**”) pursuant to an order of Honourable Madam Justice J. B. Veit granted on July 31, 2014 and amended on August 7, 2014 (the “**Receivership Order**”).
2. On July 17, 2015 this Honourable Court granted an order (the “**Distribution Order**”) authorizing the Receiver to make distributions to Royal Bank of Canada (“**RBC**”).
3. Prior to the receivership, Contracting was contracted by K+S Potash Canada General Partnership (“**K+S GP**”) to complete two earthworks projects relating to site preparation and underground utilities installation as part of a project by K+S GP, K+S Legacy GP Inc. and K+S Windsor Salt Ltd. (collectively, “**K+S**”) to develop a potash plant near Bethune, Saskatchewan (the “**Legacy Project**”). The two contracts (the “**K+S Contracts**”) are as follows:
 - a) a site preparation contract dated August 17, 2012 (the “**CC1000 Contract**”); and
 - b) an underground utilities contract dated June 15, 2013 (the “**CC2010 Contract**”).
4. On June 16, 2014 Contracting registered a builders’ lien against the Legacy Project pursuant to the *Builders’ Lien Act* (Saskatchewan) (“**BLA**”) in the amount of approximately \$21.5 million.
5. On July 31, 2014 the Company reported total claims against K+S GP for amounts due to Contracting in respect of the K+S Contracts of approximately \$21.1 million, less a provision for doubtful accounts of \$7.0 million (the “**K+S Claims**”).
6. The Receiver retained former managers of SR with knowledge of the K+S Contracts to perform a detailed review of the K+S Claims which resulted in the quantum of the claims by Contracting against K+S being revised to \$18.5 million to reflect certain adjustments and collections that were not reflected in the previously reported claim amount.
7. K+S disputes the validity and quantum of the K+S Claims and there has been an ongoing disagreement between K+S and the Receiver as to the amounts remaining owing by K+S in respect of the K+S Contracts.
8. The Receiver and K+S have agreed to key commercial terms of a settlement of Contracting’s claims against K+S, subject to confirmation and approval by order of this Honourable Court (the “**K+S Settlement Agreement**”).

9. SR reported amounts owing to subcontractors and suppliers that provided services or supplied materials to Contracting in connection with the K+S Contracts (the “**Claimants**”) totaling approximately \$1.7 million including builders’ lien claims of approximately \$1.0 million and other creditors with potential trust claims of \$690,000 (“**Possible Priority Claims**”). The Claimants may claim or otherwise be entitled to trust or priority claims (“**Priority Claims**”) to the proceeds of the K+S Settlement Agreement (the “**Settlement Funds**”) pursuant to the BLA.
10. On March 13, 2019, the Receiver filed a Notice of Application to be heard on March 21, 2019 seeking the following orders:
 - a) an order approving a K+S Settlement Agreement between Contracting and K+S (the “**Settlement Approval Order**”); and
 - b) an order setting a process (the “**Priority Claims Process**”) for unpaid subcontractors and suppliers that provided services or materials to SR in respect of the K+S Contracts to prove entitlement to a priority claim to the Settlement Funds (the “**Priority Claims Process Order**”).
11. Further background including a copy of the Receivership Order, the previous ten reports of the Receiver and other motion materials are posted on the Receiver’s website at www.alvarezandmarsal.com/sprague (the “**Receiver’s Website**”).
12. Capitalized terms not defined in this eleventh report of the Receiver (the “**Eleventh Report**”) are as defined in the Receivership Order or as used in previous reports of the Receiver.
13. All references to dollars are in Canadian currency unless otherwise noted.

PURPOSE

14. The Eleventh Report is a special purpose report intended to provide this Honourable Court with information and the Receiver’s comments with respect to the following:
 - a) a summary of the K+S Claims and the Priority Claims;
 - b) a summary of the K+S Settlement Agreement;
 - c) the Receiver’s application for the Settlement Approval Order; and
 - d) the Receiver’s application for the Priority Claims Process Order.

SUMMARY OF THE K+S CLAIMS AND THE PRIORITY CLAIMS

15. A summary of the K+S Claims as well as amounts reported as Possible Priority Claims are tabled below:

Sprague-Rosser Contracting Co. Ltd. - in Receivership				
Summary of K+S Claims and Possible Priority Claims				
(\$000s)				
	CC1000		CC2010	Total
K+S Claims				
Bid-to-Construct Claims	\$	9,452	\$	- \$ 9,452
Winter Wetlands Change Order Request		2,589		- 2,589
Unresolved PPC Issues Claims		1,810		- 1,810
Suspension Invoices		1,735		- 1,735
Other Claims		1,207		1,682 2,890
Total Claims	\$	16,793	\$	1,682 \$ 18,476
Possible Priority Claims				
Registered Builders' Lien - Focus Surveys	\$	533	\$	180 \$ 713
Registered Builders' Lien - Conquest Equipment		232		100 332
Total Registered Builders' Liens		765		280 1,045
Other Subcontractor and Supplier Accounts Payable		579		111 690
Total Possible Priority Claims	\$	1,344	\$	391 \$ 1,735

K+S Claims

16. The key components of the K+S Claims are described as follows:
- bid-to-construct claims relate to time and materials billings for additional costs incurred by SR to complete work during and after a suspension period for CC1000 in the spring of 2013. Former management of SR advised A&M that incremental costs were incurred by Contracting as a result of having to work around other contractors on site, which was costlier than the work methodology contemplated at the time of the initial contract;
 - winter wetlands change order request claims relate to excavation work that was required to be performed during the winter period due to ground instability and unsuitable soil conditions on the Legacy Project site for which SR has asserted that it is entitled to additional compensation;
 - unresolved progress payment certificate issue claims relate to discrepancies regarding quantities submitted by Contracting for unit rate billing for excavation work and pipe installation;
 - suspension invoices relate to a claim by Contracting for compensation by K+S for costs incurred by Contracting relating to work suspensions directed by K+S's engineering consultants on the CC1000 contract; and

- e) other claims relate to quantity variance claims, engineer-directed excavation work, disputed contract quantities, invoice reconciliations and other claims.

Possible Priority Claims

- 17. Possible Priority Claims against Contracting in respect of the K+S Contracts include two builders' lien claims in respect of the K+S Contracts totaling approximately \$1.0 million and potentially other amounts due to suppliers and subcontractors of the K+S Contracts of approximately \$690,000.
- 18. Edmonton Heavy Equipment Rentals Ltd. ("EHER"), a Company related to SR by common ownership, has also registered a builders' lien for approximately \$2.9 million against the Legacy Project in respect of equipment supplied to Contracting in relation to the K+S Contracts. However, Contracting and EHER reached a settlement agreement in June 2015 settling all of EHER's claims as against Contracting. As a result, Contracting has no liabilities to EHER.

K+S SETTLEMENT AGREEMENT

- 19. The Receiver has expended considerable time and resources to review, analyze and advance the K+S Claims including:
 - a) retaining former management of SR to compile documentation in support of the K+S Claims;
 - b) reviewing the methodologies used by SR to calculate the nature and quantum of the K+S Claims;
 - c) meeting with former legal counsel of SR to obtain background information with respect to the K+S Claims;
 - d) compiling source documentation in respect of the K+S Contracts including employee time records and equipment logs to substantiate claims and recalculate certain claim amounts;
 - e) instructing its legal counsel to perform a thorough review of a voluminous amount of documentation to assess the legal merits of the K+S Claims and provide advice regarding legal alternatives for pursuing recovery through negotiated settlement, litigation or otherwise;
 - f) instructing its legal counsel to file statements of claim, register builders' liens, prepare document production and perform other activities to advance the K+S Claims;

- g) engaging in discussions and negotiations with K+S regarding settlement of the K+S Claims including attending formal mediation proceedings which were held in Saskatoon on March 13, 2018; and
 - h) engaging in discussions with various stakeholders including secured lenders and lien holders.
20. In order to avoid costly and what is likely to be protracted litigation, the Receiver entered into settlement discussions with K+S and, effective March 13, 2019, the Receiver and K+S agreed to the terms of the K+S Settlement Agreement, subject to the approval of this Honourable Court. A copy of the K+S Settlement Agreement is attached as Appendix "A".
21. The key commercial terms of the K+S Settlement Agreement are as follows:
- a) K+S will pay SR the amount of \$2.75 million (the "**Settlement Funds**") within 30 days from issuance of the Settlement Approval Order;
 - b) K+S will be released by SR from all actions and liabilities resulting or arising from the K+S Claims, the K+S Contracts, the K+S Settlement Agreement or any matters related thereto;
 - c) Contracting and the Receiver will be released by K+S with respect to all actions and liabilities resulting or arising from the K+S Claims, the K+S Contracts, the K+S Settlement Agreement or any matters relating thereto; and
 - d) the obligation of K+S and Contracting to complete the transaction contemplated by the agreement is conditional upon this Honourable Court granting an order substantially in the form of the Settlement Approval Order.
22. The Receiver's willingness to enter into the K+S Settlement Agreement reflects an acceptance by the Receiver that there are significant risks to obtaining a judgement against K+S in further litigation and an effort to secure a favorable recovery on the K+S Claims and Possible Priority Claims (pending determination of the Possible Priority Claims and a potential allocation of costs related to the realization of the K+S Claims and the Settlement Funds against same) as well as to avoid costly litigation, the costs of which will likely be borne by the primary secured creditor of the SR estate or the Priority Claims holders.
23. All terms of the K+S Settlement Agreement are conditional upon the Settlement Approval Order being granted which, among other things, provides for direction for the Receiver to hold the settlement proceeds in trust pending resolution of the Priority Claims Process.

SETTLEMENT APPROVAL ORDER

24. The Receiver is seeking the Settlement Approval Order which provides for, among other things:
- a) approval of the K+S Settlement Agreement;
 - b) authorization and direction for K+S to pay the Settlement Funds to the Receiver to be held in trust pending the conclusion of the Priority Claims Process;
 - c) dismissal of Contracting's claim against K+S and any corresponding claim of K+S against Contracting, without costs;
 - d) authorization and direction for the Registrar of the Saskatchewan Land Titles Registry to complete the discharge of any and all charges relating to the K+S Contracts from the corresponding Certificates of Title concerning the Legacy Project;
 - e) declaration that for the purposes of determining the nature and priority of Claims, the Settlement Funds shall stand in the place of the Legacy Project lands and all Claims shall attach to the Settlement Funds with the same priority as such Claims had immediately prior to such Claims being vested off title; and
 - f) Contracting and all persons who claim any builder's liens in connection with the K+S Contracts shall stand absolutely and forever barred, estopped, and foreclosed from all assertions, estate, right, title, interests, or claims as against the Legacy Project.
25. The Receiver is seeking the Settlement Approval Order for the following reasons:
- a) the Receiver is of the view that the K+S Settlement Agreement and the Approval Order are a favorable outcome with respect to Contracting's claims against K+S;
 - b) it is a global resolution of all issues in dispute with K+S and will allow the Receiver to avoid what is likely to be a costly and protracted litigation;
 - c) Contracting will be released from any counterclaims that may be advanced by K+S in connection with the K+S Contracts;
 - d) upon determination of all Priority Claims pursuant to the Priority Claims Process, the Settlement Funds can be distributed in a timely manner to subcontractors, suppliers and any other persons properly entitled thereto;
 - e) in addition to the payment of Priority Claims, it is expected that significant recoveries will be available to the receivership estate and for distribution to RBC pursuant to the Distribution Order;

- f) all liens relating to the K+S Contracts will be discharged against the Legacy Project; and
- g) the application is supported by stakeholders including the K+S, the primary secured creditor in this matter, RBC, and the Receiver.

PRIORITY CLAIMS PROCESS ORDER

- 26. The Receiver is seeking the Priority Claims Process Order to identify and determine any priority claims to the Settlement Funds.
- 27. A summary of the key terms and dates of the Priority Claims Process Order is as follows:
 - a) the Receiver shall cause a priority claims package to be sent to each Claimant on or prior to March 26, 2019;
 - b) the Receiver shall post a copy of the priority claims package to the Receiver's website on or prior to March 26, 2019;
 - c) the Receiver shall cause a notice of the Priority Claims Process to be published in the Edmonton Journal, Calgary Herald, the Saskatoon Star Phoenix, the Regina Leader-Post, and any other newspaper the Receiver considers advisable, on or prior to March 26, 2019;
 - d) the Receiver shall cause a copy of a priority claims package to be sent to any person requesting such material as soon as practicable;
 - e) any Claimants or persons who have a Priority Claim and who wish to assert such Priority Claim shall, on or before April 30, 2019 (the "**Claims Bar Date**"), send a completed proof of claim to the Receiver setting out the classification and quantum of its Priority Claim. The template proof of claim provides for the Claimant to identify whether it is asserting a builders' lien claim or trust claim and provide an affidavit setting out full particulars of the claim;
 - f) any Claimant or person who fails to file a proof of claim in compliance with the Priority Claims Process on or before the Claims Bar Date shall be forever barred, estopped and enjoined from asserting any Priority Claim against the debtor or the Settlement Proceeds and all such Priority Claims shall be forever extinguished, except as otherwise may be ordered by this Honourable Court;
 - g) in the event that the Receiver elects to revise or disallow any proof of claim, the Receiver shall send a notice to Claimant setting out the revision or disallowance ("**Notice of Revision or Disallowance**"); and

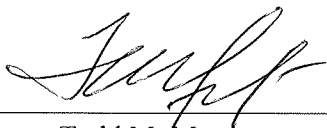
- h) any person who wishes to dispute a Notice of Revision or Disallowance received from the Receiver shall, within fifteen days of receipt of the Notice of Revision or Disallowance, file an application before the Court for the determination of its claim.
28. The Receiver is of the view that the Priority Claims Process Order sets out a fair and reasonable process for determining entitlement to the Settlement Funds for the following reasons:
- a) the Claimants will have an opportunity to prove a beneficial right and entitlement to the Settlement Funds; and
 - b) upon determination of all Priority Claims, the Settlement Funds can be distributed in a timely manner to the persons properly entitled thereto.

RECEIVER'S CONCLUSION AND RECOMMENDATION

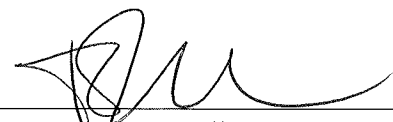
29. Based on the forgoing, the Receiver respectfully recommends that this Honourable Court grant the following orders:
- a) the Settlement Approval Order; and
 - b) the Priority Claims Process Order.

All of which is respectfully submitted to this Honourable Court this 13th day of March, 2019.

**Alvarez & Marsal Canada Inc.,
in its capacity as Receiver and Manager of
Sprague-Rosser Contracting Co. Ltd,
Sprague-Rosser Developments Inc. and
Pacific Federation Equity Group Inc.**



Per: Todd M. Martin
Senior Vice President



Per: Tom Powell
Vice President

APPENDIX “A”

SETTLEMENT AGREEMENT

THIS AGREEMENT is made effective as of the 13th day of March, 2019 (the "**Effective Date**").

BETWEEN:

SPRAGUE-ROSSER CONTRACTING CO. LTD. ("SRC") by and through **ALVAREZ & MARSAL CANADA INC.**, in its capacity as the court-appointed receiver and manager of **SPRAGUE-ROSSER CONTRACTING CO. LTD.** and not in its personal or corporate capacity

- and -

K+S LEGACY GP INC., a corporation incorporated under the laws of the Province of British Columbia ("**K+S Legacy**")

- and -

K+S WINDSOR SALT LTD., a corporation incorporated under the laws of the Province of British Columbia ("**K+S Salt**")

- and -

K+S POTASH CANADA GENERAL PARTNERSHIP, a general partnership comprised of K+S Legacy and K+S Salt and established pursuant to the laws of British Columbia ("**K+S GP**", K+S GP, K+S Salt, and K+S Legacy are collectively referred to as, "**K+S**")

WHEREAS, SRC and K+S are parties to the Contracts;

AND WHEREAS, pursuant to the Contracts, SRC, as contractor, agreed to provide certain materials and services to K+S, as owner, in accordance with the terms of the Contracts;

AND WHEREAS, as a result of SRC's role as contractor under the Contracts, the subsequent performance of the Contracts, and the scope of work performed by SRC in connection with the Projects, SRC is the holder of the SRC Claim against K+S;

AND WHEREAS, as a result of the SRC Claim, on or about July 31, 2014, SRC first filed the Statement of Claim, commencing the Action;

AND WHEREAS, similarly, on or about July 31, 2014, upon the application of the Royal Bank of Canada, the Court granted the Receivership Order, appointing the Receiver as receiver and manager of SRC, in accordance with the terms therein;

AND WHEREAS, K+S disputes the validity and quantum of the SRC Claim and is the holder of the K+S Claim against SRC;

AND WHEREAS, as a result of the K+S Claim, on or around August 10, 2017, K+S filed, in the Action, a corresponding Statement of Defence to the Statement of Claim;

AND WHEREAS the Parties hereto wish to fully and finally settle and resolve any and all actual or potential disputes relating to the SRC Claim, the K+S Claim, Action, the Contracts, and the Projects, all in accordance with the terms and conditions set out herein.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements contained herein, K+S's agreement to pay the Settlement Payment to the Receiver, the payment of \$10 from each Party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, each of the Parties covenants and agrees, as follows:

ARTICLE 1

CONSTRUCTION AND INTERPRETATION

1.01 Definitions

In this Agreement, including the aforementioned recitals, this Section 1.01, and any schedules attached hereto, unless the context otherwise requires, or unless otherwise defined herein, the following words and phrases shall have the following meanings:

(1) **"Action"** means the proceedings commenced in the Court of Queen's Bench for Saskatchewan, Judicial Centre of Regina, under Court File Number Q.B.G. No. 1644 of 2014, Judicial Centre of Regina, upon the filing of the Statement of Claim;

(2) **"Affiliate"** means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by, or is under common control with such Person. The term "control" as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership of more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise;

(3) **"Agreement"** means, this agreement, as the same may be amended, modified, supplemented, or restated from time to time, in accordance with the provisions hereof;

(4) **"Applicable Laws"** means, in relation to any Person, asset, transaction, Contract, Action, Project, event, or circumstance:

- (a) statutes (including regulations enacted thereunder);
- (b) judgments, decrees, and Orders of courts of competent jurisdiction;
- (c) regulations, Orders, ordinances, and directives issued by Government Authorities;
- (d) the terms and conditions of all permits, licenses, approvals, and authorizations; and,
- (e) common law, equity, or any other laws of any nature whatsoever;

which are applicable to any such Party, Person, asset, transaction, Contract, Project, Action, event, or circumstance;

(5) **"Approval Order"** has the meaning ascribed to it in Article 5.01 hereto;

(6) **"CC1000 Contract"** means, the Site Preparation Contract, dated August 17, 2012, between K+S GP, as owner, and SRC, as contractor, and including, but not limited to, any and all schedules, addendums, amendments, change orders, supplements, and any and all other documents, instruments, and contracts incorporated therein or related thereto;

(7) **"CC2010 Contract"** means, the Underground Utilities Phase 1 Contract, dated June 15, 2013, between K+S GP, as owner, and SRC, as contractor, and including, but not limited to, any and all schedules, addendums, amendments, change orders, supplements, and any and all other documents, instruments, and contracts incorporated therein or related thereto;

(8) **"Contract"** means, either the CC1000 Contract or the CC2010 Contract, as the context may require, and **"Contracts"** means, collectively, the CC1000 and the CC2010 Contract;

(9) **"Court"** means, the Court of Queen's Bench of Alberta;

(10) **"Government Authority"** means, any federal, national, provincial, territorial, municipal, or other government, any political subdivision thereof, and any ministry, sub ministry, agency or sub agency, court, board, bureau, office, or department, including any government owned entity, having jurisdiction over any Party, Contract, Project, transaction, or process, whatsoever;

(11) **"K+S Claim"** means, any and all present and future obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings of SRC, which may be owing or become owing, or exist, now or hereafter, to or in favour of K+S by SRC, including but not limited to any and all obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings owed by SRC, to or otherwise available to K+S under, pursuant to, or relating to any such claims, causes of action, agreements, instruments, or other documents which evidence or relate to the Contracts, the Action, the Projects, or which may otherwise result from the mutual business relationship between SRC and K+S with respect to the Contracts or the Projects, wheresoever and howsoever incurred or arising, whether direct or indirect, absolute or contingent, matured or not, extended or renewed, and any ultimate unpaid balance thereof;

(12) **"Order"** means, any order as may be granted or pronounced by any court of competent jurisdiction;

(13) **"Party"** means, any of SRC, K+S GP, K+S Legacy, or K+S Salt, as the context may require, and **"Parties"** means, collectively, all of SRC, K+S GP, K+S Legacy, and K+S Salt;

(14) **"Persons"** means, any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Government Authority, or any other entity capable of entering into a binding legal contract;

(15) **"Project"** means, any of the projects, works, services, and materials contemplated by any of the CC1000 Contract or the CC2010 Contract, or otherwise associated with the greenfield solution-based potash mined developed by K+S near Bethune, Saskatchewan and any and all lands associated therewith or in connection thereto, as the context may require, and **"Projects"**

means, all of the projects, works, services, and materials contemplated by the Contracts or otherwise associated with the greenfield solution-based potash mined developed by K+S near Bethune, Saskatchewan and any and all lands associated therewith or in connection thereto;

(16) **"Receiver"** means, Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of SRC, in accordance with and pursuant to the Receivership Order;

(17) **"Receivership Order"** means, the Order granted by the Honourable Justice J.B. Veit on July 31, 2014, as subsequently amended and restated on August 7, 2014, as subsequently amended, modified, or supplemented from time to time;

(18) **"Receivership Proceedings"** means, the proceedings before the Court under Court File No. 1501-08634;

(19) **"Representatives"** means, with respect to any Party, its Affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants, and representatives of that Party and its Affiliates;

(20) **"Settlement Payment"** has the meaning given in Section 2.01 of this Agreement;

(21) **"SRC Claim"** means, any and all present and future obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings of K+S which may be owing or become owing, or exist, now or hereafter, to or in favour of SRC by K+S, including but not limited to any and all obligations, indebtedness, liabilities, covenants, agreements, claims, causes of action, and undertakings owed by K+S, to or otherwise available to SRC under, pursuant to, or relating to any such claims, causes of action, agreements, instruments, or other documents which evidence or relate to the Contracts, the Action, the Projects, or which may otherwise result from the mutual business relationship between SRC and K+S with respect to the Contracts or the Projects, wheresoever and howsoever incurred or arising, whether direct or indirect, absolute or contingent, matured or not, extended or renewed, and any ultimate unpaid balance thereof;

(22) **"Statement of Claim"** means, the Statement of Claim, filed with the Court of Queen's Bench for Saskatchewan, commencing the Action, as subsequently amended on March 6, 2015 and then again on February 22, 2016, as subsequently amended and restated from time to time.

1.02 Construction

In this Agreement, unless otherwise expressly stated:

(1) the headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation, or construction of this Agreement;

(2) whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and vice versa, as the context requires;

(3) the words "hereto", "herein", "hereof", "hereby", "hereunder", and similar expressions refer to this Agreement and not to any particular provision of this Agreement; and,

(4) "Include" and derivatives thereof shall be read as if followed by the phrase "without

"limitation".

1.03 References to Agreements and Enactments

Unless otherwise stated, references herein to any agreement, instrument, licence, or other document shall be deemed to include reference to such agreement, instrument, licence, or other document as the same may from time to time be amended, modified, supplemented, or restated; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended, or extended from time to time and to any successor enactment thereto.

ARTICLE 2
PAYMENT OF THE SETTLEMENT PAYMENT

2.01 Payment of the Settlement Payment

K+S hereby covenants and agrees to pay to the Receiver, within Thirty (30) days of the issuance of the Approval Order, by way of wire transfer, the amount of Cdn. \$2,750,000 (the "**Settlement Payment**").

ARTICLE 3
RELEASES

3.01 Release of SRC Claim

In consideration of K+S making the Settlement Payment and K+S's release of the K+S Claim in accordance with Section 3.02 herein, SRC, on its behalf as well as on behalf of all of its respective directors, officers, employees, agents, Representatives, successors, Affiliates, security holders, insurers, heirs, and assigns hereby releases and forever discharges K+S and any and all of its officials, employees, agents, Representatives, successors, Affiliates, insurers, heirs, and assigns from any and all actions, liabilities, causes of action, claims, suits, proceedings, debts, contracts, complaints, demands, damages, interest, duties, costs, expenses, and compensation of whatsoever kind and howsoever arising, whether in law or in equity, whether at common law, under any legislation, Applicable Laws, or otherwise, whether known or unknown, and which SRC now has or at any time hereafter can, shall, or may have in any way resulting or arising from, or in any other way connected to, any matters associated with the SRC Claim, the Contracts, the Projects, this Agreement, or any matters related thereto; provided, however, that nothing herein shall release or discharge K+S from operating in accordance with this Agreement and the Approval Order.

3.02 Release of K+S Claim

In consideration of SRC's release of the SRC Claim in accordance with Section 3.01 herein, K+S, jointly and severally, on their behalf as well as on behalf of all of their respective directors, officers, employees, agents, Representatives, successors, Affiliates, security holders, insurers, heirs, and assigns hereby release and forever discharge SRC, the Receiver, and any and all of their officials, employees, agents, Representatives, successors, Affiliates, insurers, heirs, and assigns from any and all actions, liabilities, causes of action, claims, suits, proceedings, debts, contracts, complaints, demands, damages, interest, duties, costs, expenses, and compensation of whatsoever kind and howsoever arising, whether in law or in equity, whether at common law, under any legislation, Applicable Laws, or otherwise, whether known or unknown, and which K+S now has or at any time

hereafter can, shall, or may have in any way resulting or arising from, or in any other way connected to, any matters associated with the K+S Claim, the Contracts, the Projects, this Agreement, or any matters related thereto; provided, however, that nothing herein shall release or discharge SRC from operating in accordance with this Agreement and the Approval Order.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES**

4.01 K+S's Representations & Warranties

K+S, jointly and severally, hereby represent and warrant to and in favour of SRC that:

- (1) **Standing:** K+S Legacy and K+S Salt are and, until the payment of the Settlement Payment to SRC, shall continue to be corporations, and K+S GP is and, until payment of the Settlement Payment, shall continue to be a general partnership, all of which are duly organized and validly existing under the laws of the jurisdiction of the Province of British Columbia, authorized to carry on business in the Province of British Columbia and, with respect to K+S GP, also Saskatchewan;
- (2) **Requisite Authority:** K+S has taken all actions and has full power and authority to enter into this Agreement and any other documents and agreements executed and delivered hereunder and has taken all necessary actions to consummate this Agreement and the other documents, consent Orders, and agreements executed and delivered hereunder; and,
- (3) **Execution and Enforceability:** This Agreement has been, and all documents and agreements to be executed and delivered pursuant to this Agreement shall be, duly executed and delivered by K+S, and upon execution by K+S, this Agreement constitutes, and all documents and agreements required to be executed and delivered, in accordance with this Agreement, will constitute legal, valid, and binding obligations of K+S enforceable against K+S, in accordance with the respective terms therein, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences.

ARTICLE 5 **GENERAL**

5.01 Court Approval

The effectiveness of this Agreement and the obligation of the Parties to complete the transactions contemplated herein are conditional on the granting of an Order of the Court approving this Agreement, substantially in the form attached as Schedule "A" hereto or in a form as otherwise agreed to by all of the Parties (the "**Approval Order**").

5.02 Acknowledgment

The Parties acknowledge and agree that the facts as set out in the Recitals to this Agreement are true and accurate in all respects and that same are expressly incorporated into and form part of this Agreement.

5.03 No Waiver

No waiver by any Party of any breach of any of the terms, conditions, representations, or warranties in this Agreement shall take effect or be binding upon such Party unless the waiver is expressed in writing under the authority of such Party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

5.04 Non-Merger

The provisions contained in this Agreement shall survive the closing of the transactions contemplated hereby and shall not merge upon any transfer or other document or instrument in connection herewith. Without limiting the generality of the foregoing, the liability of any Party for any breach of any of its representations, warranties, covenants, agreements, releases, or other obligations hereunder, in accordance with its terms, as contemplated herein, shall not be extinguished or in any manner diminished by such completion.

5.05 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and the Parties agree and confirm that this Agreement cancels and supersedes any prior understandings and agreements between the Parties hereto with respect to the subject matter hereof. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties.

5.06 Notice

Any notices or demands given under this Agreement may be delivered by courier, facsimile, or electronic mail transmission to the Parties at the addresses set forth below and, where so given, shall be deemed received by the recipient on the same business day as delivered or transmitted if delivered or transmitted prior to 5:00 p.m. (Calgary), otherwise such notice or demand will be deemed received by the recipient thereto on the next business day:

- (1) If to SRC:

Alvarez & Marsal Canada Inc.
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

Attention: Tow Powell
Email: tpowell@alvarezandmarsal.com

with a copy to

McCarthy Tétrault LLP
4000, 421 – 7th Ave SW
Calgary, Alberta T2P 4K9

Attention: Walker W. MacLeod
Email: wmacleod@mccarthy.ca

(2) If to K+S:

K+S Potash Canada General Partnership
220 Wall Street
Saskatoon, SK S7K 3Y3

Attention: Markel Chernenkoff
Email: markel.chernenkoff@ks-potashcanada.com

with a copy to

MLT Aikins LLP
1500, 410 22nd Street East
Saskatoon, SK S7K 5T6

Attention: Jeffrey M. Lee, Q.C.
Email: jmlee@mltaikins.com

5.07 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Alberta. Each party hereto irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.

5.08 Successors and Assigns

This Agreement shall extend to and be binding upon and enure to the benefit of the successors and assigns of each of the Parties hereto.

5.09 Severability

In the event any of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5.10 Further Assurances

Each of the Parties shall from time to time and at all times on and after the date hereof, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances, notices, releases, and other documents and instruments, at

their own expense, as may reasonably be required to more fully give effect to the intent and purpose of this Agreement.

5.11 Counterpart Execution

This Agreement may be executed in counterparts and all executed counterparts together shall constitute one agreement. This Agreement shall be binding upon any Party upon such Party's execution and delivery of this Agreement in accordance with the terms herein.

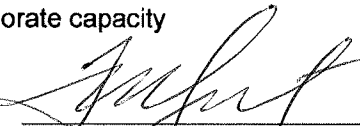
5.12 Electronic Execution

Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

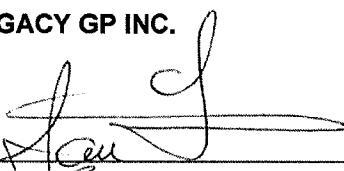
IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the Effective Date.

SPRAGUE-ROSSER CONTRACTING INC., by and through **ALVAREZ & MARSAL CANADA INC.**, in its capacity as the court-appointed receiver and manager of **SPRAGUE-ROSSER CONTRACTING INC.** and not in its personal or corporate capacity

Per: 
Name: Todd M. Martin
Title: Senior Vice President

Per: _____
Name: _____
Title: _____

K+S LEGACY GP INC.


Per: 
Name: Sam Ferris
Title: President KSPC

Josh Lommer, J.D.
Vice President
Contracts & Supply Chain Manager
K+S Potash Canada GP

K+S WINDSOR SALT LTD.

Per: _____
Name: _____
Title: _____

K+S POTASH CANADA GENERAL PARTNERSHIP by its General Partner, **K+S LEGACY GP INC.**

Per: 
Name: Sam Ferris
Title: President KSPC

Josh Lommer, J.D.
Vice President
Contracts & Supply Chain Manager
K+S Potash Canada GP

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the Effective Date.

SPRAGUE-ROSSER CONTRACTING INC., by and through **ALVAREZ & MARSAL CANADA INC.**, in its capacity as the court-appointed receiver and manager of **SPRAGUE-ROSSER CONTRACTING INC.** and not in its personal or corporate capacity

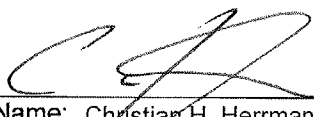
Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

K+S LEGACY GP INC.

Per: _____
Name: _____
Title: _____

K+S WINDSOR SALT LTD.

Per:  _____
Name: Christian H. Herrmann
Title: Chief Executive Officer

K+S POTASH CANADA GENERAL PARTNERSHIP by its General Partner, **K+S LEGACY GP INC.**

Per: _____
Name: _____
Title: _____



SCHEDULE "A"
APPROVAL ORDER

Clerk's Stamp

COURT FILE NUMBER	1501-08634
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ROYAL BANK OF CANADA
RESPONDENTS	SPRAGUE-ROSSER CONTRACTING CO. LTD., SPRAGUE-ROSSER DEVELOPMENTS INC., PACIFIC FEDERATION EQUITY GROUP INC., JEFFERY JESSAMINE, DANIEL EDWARDS and MATTHEW MACKAY

DOCUMENT

ORDER (Settlement Approval)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421-7th Avenue S.W. Calgary AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca
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DATE ON WHICH ORDER PRONOUNCED: **March 21, 2019**

JUDICIAL DISTRICT WHERE ORDER PRONOUNCED: **Calgary, Alberta**

JUDGE PRONOUNCING THIS ORDER: **Justice P.R. Jeffrey**

UPON the application (the "**Application**") of Alvarez & Marsal Canada Inc. (the "**Receiver**"), in its capacity as the court appointed receiver and manager of Sprague-Rosser Contracting Co. Ltd. (the "**Debtor**"), Sprague-Rosser Developments Inc., and Pacific Federation Equity Group Inc., for an order approving the Settlement Agreement, dated March •, 2019, among the Debtor, by and through the Receiver, K+S Legacy GP Inc. ("**K+S Legacy**"), K+S Windsor Salt Ltd. ("**K+S Salt**"), and K+S Potash Canada General Partnership ("**K+S GP**", K+S Legacy, K+S Salt, and K+S GP are collectively referred to as, "**K+S**"), substantially in the form attached as Appendix "•" to the Eleventh Receiver's Report (the "**Settlement Agreement**") concerning the work done or materials provided pursuant to or in furtherance of: (i) the Site Preparation Contract, dated August 17, 2012 (the "**CC1000 Contract**"), between K+S GP, as owner, and the Debtor, as contractor; and, (ii) the

Underground Utilities Phase 1 Contract, dated June 15, 2013 (the "**CC2010 Contract**" the CC2010 Contract and the CC1000 Contract are collectively referred to as, the "**Contracts**"), between K+S GP, as owner, and the Debtor, as contractor, with respect to the lands set out in Schedule "A" hereto (collectively, the "**Lands**");

AND UPON HAVING READ the receivership order issued by this Honourable Court on July 31, 2014, as subsequently amended and restated on August 7, 2014 (the "**Receivership Order**") in the within proceedings (the "**Receivership Proceedings**"); **AND UPON** having read the Eleventh Report of the Receiver, dated March •, 2019 (the "**Eleventh Receiver's Report**"), filed; **AND UPON** having read the Affidavit of Service of Katie Doran, sworn March •, 2019 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Receiver and any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Eleventh Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the Eleventh Receiver's Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Eleventh Receiver's Report.

CAPITALIZED TERMS

2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Settlement Agreement.

APPROVAL OF SETTLEMENT AGREEMENT

3. The Settlement Agreement is hereby approved, and the execution of the Settlement Agreement by the Receiver is hereby authorized, ratified, confirmed, and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to complete the transactions contemplated by the Settlement Agreement and this Order (collectively, the "**Transactions**"), and to take any and all such steps and execute any and all such deeds, documents, and instruments as may reasonably be necessary to consummate the Transactions contemplated in the Settlement Agreement and herein, substantially in accordance with the terms of the Settlement Agreement and this Order.

VESTING AND VACATING OF THE BUILDERS' LIENS CLAIMS

4. Upon the delivery of a Receiver's Certificate to K+S, substantially in the form set out in Schedule "B" hereto (the "**Receiver's Certificate**"):

- (a) all of the claims listed in Schedule "C" hereto (collectively, the "**Claims**") shall be vacated, expunged and discharged as against the Lands;
- (b) all written notices of lien which in any way relate to the Claims, shall be vacated, expunged, and discharged and shall no longer be binding or effective; and,
- (c) the Debtor's claim against K+S and any corresponding claim of K+S against the Debtor in the action commenced by the Debtor in the Court of Queen's Bench for Saskatchewan and bearing Action No. Q.B. 1644 of 2014, Judicial Centre of Regina, shall be dismissed, without costs to any party.

5. K+S is hereby authorized and directed to pay the Settlement Payment to the Receiver and such Settlement Payment shall be held by the Receiver, in a segregated trust account, pursuant to and in accordance with the terms of this Order and the Order (Priority Claims Process) also granted in connection with the Application.

6. For the purposes of determining the nature, validity, and priority of the Claims, the Settlement Payment shall stand in the place and stead of the Lands, and from and after the delivery of the Receiver's Certificate, all Claims shall attach to the Settlement Payment with the same priority as such Claims had immediately prior to such Claims being vested and vacated off title to the Lands.

7. Following delivery of the Receiver's Certificate, the Debtor and all persons who claim any builders' liens against the Lands arising in connection with the Contracts shall stand absolutely and forever barred, estopped, and foreclosed from all assertions, estate, right, title, interests, or Claims as against the Lands.

DISCHARGES AND TRANSFERS

8. The Receiver, to the extent able and necessary, is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges relating to the

Claims and the registrars and all other persons in control of or otherwise supervising such offices of registration or recording shall remove and discharge all such registrations.

9. Upon (i) receipt of the Receiver's Certificate and any applicable fees; and, (ii) the filing of a certified copy of this Order, the Registrar of the Saskatchewan Land Titles Registry (the "**Registrar**") is hereby authorized, requested, and directed, where required, to register such discharges, discharge statements, instruments, or as otherwise may be required to complete the discharge of all of the Claims, as set out in Schedule "**C**" hereto from the corresponding Certificates of Title concerning the Lands.

GENERAL

10. The Receiver, K+S, or any interested person is at liberty to reapply for further advice, assistance, and direction as may be necessary to give full force and effect to the terms of this Order.

11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Receiver and its respective 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 respective agents in carrying out the terms of this Order.

12. This Order must be served only upon those interest parties attending or represented at the within Application and service of this Order on such persons shall be by any of email, facsimile, registered mail, courier, regular mail, or personal delivery. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

13. Service of this Order on any party not attending this Application is hereby dispensed with.

J.C.C.Q.B.A.

SCHEDULE "A" TO THE ORDER (SETTLEMENT APPROVAL)

THE LANDS

Parcel #166249840
SE Sec 01 Twp 20 Rge 25 W2 Ext. 1

Surface Parcel #202949433
NE Sec 34 Twp 19 Rge 25 W2
Plan No 102150908 Ext 0

Surface Parcel #202949466
NW Sec 35 Twp 19 Rge 25 W2
Plan No 102150908 Ext 0

Surface Parcel #166249615
NE Sec 35 Twp 19 Rge 25 W2 Ext 1

Surface Parcel #10335307
NE Sec 26 Twp 19 Rge 25 W2 Ext 0
Certificate of Title 91MJ00804

Surface Parcel #103235295
SE Sec 26 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 79MJ00249
Now legally described as:
Surface Parcel #202978020
SE Sec 26 Twp 19 Rge 25 W2 Ext. 1

Surface Parcel #103221571
NE Sec 27 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 868MJ04527B

Surface Parcel # 103221548
NW Sec 26 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 86MJ04527C

Surface Parcel # 103221537
SW Sec 26 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 86MJ04527A
Now legally described as:
Surface Parcel #202977973
SW Sec 26 Twp 19 Rge 25 W2 Ext. 1

Surface Parcel # 103221784
SE Sec 35 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 86MJ04527

Surface Parcel #103235408
SW Se 35 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 86MJ04527

Surface Parcel #103221751
SE Sec 34 Twp 19 Rge 25 W2 Ext. 0
Certificate of Title 89MJ12876A

Surface Parcel #202949411
SW Sec 34 Twp 19 Rge 25 W2
Plan No 102150908 Ext. 0

Surface Parcel #202949343
NW Sec 34 Twp 19 Rge 25 W2
Plan No 102150908 Ext. 0

SCHEDULE "B" TO THE ORDER (SETTLEMENT APPROVAL)

RECEIVER'S CERTIFICATE

Clerk's Stamp

COURT FILE NUMBER	1501-08634
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ROYAL BANK OF CANADA
RESPONDENTS	SPRAGUE-ROSSER CONTRACTING CO. LTD., SPRAGUE-ROSSER DEVELOPMENTS INC., PACIFIC FEDERATION EQUITY GROUP INC., JEFFERY JESSAMINE, DANIEL EDWARDS and MATTHEW MACKAY

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421-7th Avenue S.W. Calgary AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod Phone: 403-260-3531 / 3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca
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RECITALS

- A. Pursuant to an Order of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), granted on July 31, 2014, as subsequently amended and restated on August 7, 2014, Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (the "**Receiver**"), of all of the property, assets, and undertakings of Sprague-Rosser Contracting Co. Ltd. (the "**Debtor**");
- B. Pursuant to an Order of the Court, dated March 21, 2019 (the "**Settlement Approval Order**"), the Court approved the settlement agreement, dated March •, 2019, among the Debtor, by and through the Receiver, K+S Legacy GP Inc., K+S Windsor Salt Ltd., and K+S Potash Canada General Partnership (collectively referred to as, "**K+S**"), substantially in the form attached as Appendix "•" to the Eleventh Receiver's Report (the "**Settlement Agreement**") which contemplated the vesting and vacating of the Claims upon the delivery,

by the Receiver to K+S, of a certificate confirming: (i) the payment by K+S of the Settlement Payment; and, (ii) that the Transactions had been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the same meanings as set out in the Settlement Approval Order.

THE RECEIVER CERTIFIES the following:

1. K+S has paid and the Receiver has received the Settlement Payment, in accordance with the terms of the Settlement Agreement; and,
2. The Transactions have been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

ALVAREZ & MARSAL CANADA INC., in its capacity
as court-appointed receiver and manager of
SPRAGUE-ROSSER CONTRACTING CO. LTD., and
not in its personal or corporate capacity.

Per: _____

Name:

Title:

SCHEDULE "C" TO THE ORDER (SETTLEMENT APPROVAL)

CLAIMS

Title / Lands	Interest #	Type of Interest	Holder	Date Registered (mm/dd/yyyy)	Value
Title # 144803404 Parcel #166249840 SE Sec 01 Twp 20 Rge 25 W2 Ext. 1	167578712	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256514	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
Title # 144860889 Surface Parcel #202949433 NE Sec 34 Twp 19 Rge 25 W2 Plan No 102150908 Ext 0	167578745	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168150876	Builders' Lien	Conquest Equipment Inc.	07/28/2014	\$331,983.03
	168256525	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482032	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144860913 Surface Parcel #202949466 NW Sec 35 Twp 19 Rge 25 W2 Plan No 102150908 Ext 0	167578756	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168150922	Builders' Lien	Conquest Equipment Inc.	07/28/2014	\$331,983.03
	168256536	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482087	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title #144803202 Surface Parcel #166249615 NE Sec 35 Twp 19 Rge 25 W2 Ext 1	167578701	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168150911	Builders' Lien	Conquest Equipment Inc.	07/28/2014	\$331,983.03
	168256547	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482076	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144802481 Surface Parcel #10335307 NE Sec 26 Twp 19 Rge 25 W2 Ext 0 Certificate of Title 91MJ00804	167578666	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256558	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482111	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 145513302 Surface Parcel #103235295 SE Sec 26 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 79MJ00249 <u>Now legally described as:</u> Surface Parcel #202978020 SE Sec 26 Twp 19 Rge 25 W2 Ext. 1	168090509	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256637	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482100	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144802515 Surface Parcel #103221571 NE Sec 27 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 86MJ04527B	167578699	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256569	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482144	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144802492 Surface Parcel # 103221548 NW Sec 26 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 86MJ04527C	167578677	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256570	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00

	168482122	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 145513223 Surface Parcel # 103221537 SW Sec 26 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 86MJ04527A <u>Now legally described as:</u> Surface Parcel #202977973 SW Sec 26 Twp 19 Rge 25 W2 Ext. 1	168090408	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256648	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482133	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144802234 Surface Parcel # 103221784 SE Sec 35 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 86MJ04527	167578622	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256581	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482065	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title #144802245 Surface Parcel #103235408 SW Se 35 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 86MJ04527	167578633	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168256592	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482098	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144802267 Surface Parcel #103221751 SE Sec 34 Twp 19 Rge 25 W2 Ext. 0 Certificate of Title 89MJ12876A	167578644	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168150898	Builders' Lien	Conquest Equipment Inc.	07/28/2014	\$331,983.03
	168256604	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482021	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
Title # 144860856 Surface Parcel #202949411 SW Sec 34 Twp 19 Rge 25 W2 Plan No 102150908 Ext. 0	167578734	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168150900	Builders' Lien	Conquest Equipment Inc.	07/28/2014	\$331,983.03
	168256615	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
Title # 144860722 Surface Parcel #202949343 NW Sec 34 Twp 19 Rge 25 W2 Plan No 102150908 Ext. 0	168482054	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18
	167578723	Builders' Lien	Sprague-Rosser Contracting Co. Ltd.	06/16/2014	\$21,549,248.14
	168150887	Builders' Lien	Conquest Equipment Inc.	07/28/2014	\$331,983.03
	168256626	Builders' Lien	Edmonton Heavy Equipment Rentals Ltd.	08/06/2014	\$2,859,200.00
	168482043	Builders' Lien	Focus Surveys Limited Partnership	08/26/2014	\$716,938.18