Form 49
Alberta Rules of Court
Rule 13.19

COURT FILE NO.	1703 12327
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON

Clerk's Stamp

JUDICIAL CENTRE OF EDMONTON
FILED
OCT 04 2018
Clerk of the Court

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

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF 667402 ALBERTA LTD., 18512398 ALBERTA LTD., 816956 ALBERTA LTD., 1371047 ALBERTA LTD., 1919209 ALBERTA LTD. AND CANADA NORTH GROUP LP HOLDINGS LTD.

DOCUMENT **AFFIDAVIT OF JEFF HADFIELD, SECURED CREDITOR**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	VERHAEGHE LAW OFFICE Mayfield Business Centre #203, 10525 170 Street Edmonton, AB T5P 4W2	Lawyer: Bradley J. Smith Telephone: (587) 410-2500 Fax: (587) 410-2555 Email: bradley@freedomlaw.ca File No.: 18-08-087

AFFIDAVIT OF JEFF HADFIELD SWORN ON THIS 3RD DAY OF OCTOBER, 2018

I, JEFF HADFIELD, of Fort McMurray in the Regional Municipality of Wood Buffalo, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am, along with my Wife Jackie Hadfield, a secured creditor in the within matter and, as such, I have personal knowledge of the facts and matters deposed to in this Affidavit, except where stated to be based on information and belief and, where so stated, I do believe same to be true.

2. On or around August 19, 1996, My Wife and I became the owners as joint tenants of property legally described as:

   THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
   TOWNSHIP SEVENTY ONE (71)
   RANGE SEVENTEEN (17)
   WEST OF THE FOURTH MERIDIAN
   CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
   EXCEPTING THEREOUT:
   (A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
   AS SHOWN ON ROAD PLAN 498PX

(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

(the "Land")

Attached as **Exhibit "A"** is a historical copy of the Land Title Certificate of the Lands indicating our ownership.

3. On or around the spring of 2014, Phil Harrison, a representative of Canada North Group, a group of companies that include 1371047 Alberta Ltd. and Wandering River Properties Ltd. (**collectively, the "CNG Companies"**), approached me about purchasing the Land from my Wife and myself. Negotiations about the price then occurred, along with some other matters.

4. On or around July 10, 2014, the CNG Companies offered to purchase the Land from my Wife and Myself for $1,400,000.00. My Wife and I signed an Offer to Purchase. A copy of the Offer to Purchase is attached as **Exhibit "B"**

5. The sale and purchase of the Property was conducted by Ryan C. Bosch of Dentons and Richard Verhaeghe of Verhaeghe Law Office. Correspondence pertaining to the sale and purchase between the solicitors is attached as **Exhibit "C"**.

6. Further documents pertaining to the above transaction, including the Land transfer, Vendor's Certificate, Statement of Adjustments, Direction to Pay, Purchaser's GST Declarations, GST registrations, Insurance certificate, and documents related to the discharge of encumbrances, are attached as **Exhibit "D"**.

7. On or around July 9, 2014, a Vendor Take Back Mortgage (**the "VTB Mortgage"**) was entered into by my Wife and I, as Mortgagee, and the CNG Companies, as Mortgagor. The original principal amount being $1,340,000.00. The Mortgage was registered with Land Titles as instrument #142 247 881. A copy of that instrument, which includes a written and endorsed copy of the VTB Mortgage, is attached as **Exhibit "E"**.

8. A historical copy of the Land Title Certificate of the Lands indicating Ownership of the Land by the CNG Companies as of August 1, 2014 is attached as **Exhibit "F"**.

9. As part of the transaction, I received $59,911.00 in cash to close. Documents pertaining to that transaction are attached as **Exhibit "G"**

10. It was agreed that I would receive $23,500.00 per month in payments toward the mortgage, which I received beginning on September 1, 2014. On or around December, 2015, the CNG Companies informed me that they were struggling financially, and asked if I would accept lower monthly payments toward the mortgage. After some negotiations, I accepted lower payments of $8,500.00 per month until such time as CNG overcame its financial difficulties. The lower payments began starting January 1, 2016. I continued to receive the lower payments until June 1, 2017. That was the last payment I have received to date. A spreadsheet that I made showing the payment schedule of the mortgage is attached as **Exhibit "H".**

11. The balance on the VTB Mortgage is currently $811,000.00, and it has been at that amount since June 1, 2017.

12. Staring May, 2018, I was hired by the Monitor to preserve and secure the Land, which I have been doing up until now.

13. I grew up in an isolated rural area of Manitoba. My family were farmers. The last grade of education I completed is grade 9. I do not have good reading comprehension. I have never read a substantial book in my entire life. I require assistance in writing, and I required assistance in writing this Affidavit. To do something like this on my own is overwhelming.

14. I am currently a retired Sincrude worker and I used to farm the Land before I sold it to the CNG Group.

15. Around January, 2018, I began receiving envelops in the mail from Canada North Group and a number of unfamiliar companies. The envelopes were very large and contained numerous documents. I attempted to understand the documents, but it was very difficult. I did, however, notice that I was listed as a creditor. I thought this was good news as I thought that it meant that my mortgage was being recognized in some way.

16. Adding to my difficulty, I suffered a heart attack in December, 2017 and during January, 2018, I was having difficulty adjusting to my new medications which affected my ability to concentrate. I was also advised to avoid stressful situations. Looking back, I probably avoided dealing with many things I found stressful, including the documents that I was receiving in the mail at that time.

17. I do recall being contacted by Matt McCulloch, the Monitor, around August 23, 2018, but I still did not understand what was required of me, if anything. I forwarded the email to Richard Verhaeghe of Verhaeghe Law, but he was not retained at that time to deal with this matter.

18. Sometime after August 23, 2018, I corresponded with the Monitor. Among other things, he had requested a copy of the VTM Mortgage, which I attempted to send him via email starting on September 13, 2018 but was unsuccessful in doing so until September 19, 2018.

19. I struggled to find the funds to retain a lawyer, but I was able to retain my current counsel sometime around September 27, 2018, who began helping me in these proceedings.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta the 3rd day of October, 2018	))))))))	J. C. Hadfield **JEFF HADFIELD**
A Commissioner for Oaths in and for the Province of Alberta **Bradley J. Smith** ***Barrister & Solicitor***		

EXHIBIT A

This is Exhibit " A " referred to in the Affidavit of

Jeff Hadfield

Sworn before me this 3 day of October A.D., 20 18

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0013 993 259	4;17;71;35;NE	962 218 486

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: ATHABASCA COUNTY

REFERENCE NUMBER: 51R258

REGISTERED OWNER(S)

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
962 218 486	19/08/1996	TRANSFER OF LAND	$46,000	$46,000

OWNERS

JEFFREY HADFIELD

AND
JACKIE HADFIELD
BOTH OF:
61 CENTENNIAL DRIVE
FORT MC MURRAY
ALBERTA T9H 4V9
AS JOINT TENANTS

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5328RB	21/11/1968	CAVEAT RE : EASEMENT CAVEATOR - SUNCOR ENERGY INC. C/O LAND DEPARTMENT PO BOX 2844 150 6 AVENUE SW CALGARY ALBERTA T2P3E3 "DISCHARGE EXCEPT PART ON PLAN 884RS REG# 400RJ" (DATA UPDATED BY: CHANGE OF ADDRESS 912186637) (DATA UPDATED BY: TRANSFER OF CAVEAT 082458341) (DATA UPDATED BY: CHANGE OF ADDRESS 112117093)
3122RI	05/06/1969	CAVEAT RE : EASEMENT CAVEATOR - ATCO GAS AND PIPELINES LTD. ATTEN: LAND DEPARTMENT C/O ATCO GAS 10035-105 STREET EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 002378482)
6608UG	07/12/1973	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 012030644)
752 001 834	16/01/1975	CAVEAT CAVEATOR - SUNCOR ENERGY INC. C/O LAND DEPARTMENT PO BOX 2844 150 6 AVENUE SW CALGARY ALBERTA T2P3E3 AGENT - DEANNA HAVERLAND "DATA UPDATED BY TRANSFER OF CAVEAT #902080688" (DATA UPDATED BY: CHANGE OF ADDRESS 912183087) (DATA UPDATED BY: CHANGE OF NAME 082080104) (DATA UPDATED BY: CHANGE OF ADDRESS 112187777)
762 018 674	02/02/1976	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (PLAINS-WESTERN) LTD. "DATA UPDATED BY TRANSFER OF EASEMENT #822229348"

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
832 210 206	30/08/1983	CAVEAT RE : SEE CAVEAT CAVEATOR - ICG UTILITIES (PLAINS-WESTERN) LTD. BOX 800, LEDUC ALBERTA "AS TO LEGAL SUBDIVISION 16"
972 285 099	18/09/1997	LIEN BY - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA RURAL ELECTRIFICATION LIEN

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 10 DAY OF JULY, 2014 AT 12:51 P.M.

ORDER NUMBER: 26392688

CUSTOMER FILE NUMBER: 14-01-185

END OF CERTIFICATE

EXHIBIT B

This is Exhibit "B" referred to in the Affidavit of

Jeff Hadfield

Sworn before me this 3 day of October A.D., 2018

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

OFFER TO PURCHASE

4;17;71;35;NE (approximately 158.95 acres +/-)

1371047 ALBERTA LTD. and WANDERING RIVER PROPERTIES LTD. (collectively, the "Purchaser") hereby offers to purchase the Lands and all buildings and improvements situated thereon (hereafter defined as the "Lands") from JEFFREY HADFIELD AND JACKIE HADFIELD., who are the registered owners of the Lands (collectively, the "Vendor"), and the Vendor, upon acceptance hereof, agrees to sell the Lands to the Purchaser on the terms and subject to the conditions of this Offer.

ARTICLE 1
INTERPRETATION

1.1 *Definitions.* Certain words and phrases which are used in this Agreement have the meanings which are ascribed to them, respectively, in this section.

1.1.1 "Agreement", "Offer", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Offer to Purchase and the attached Schedules, as amended from time to time, and "Article", "Section", "Subsection", "Paragraph", "Subparagraph" and "Schedule" followed by a number or letter refer to the specified article, section, subsection, paragraph, subparagraph or schedule, as the case may be, of this Agreement;

1.1.2 "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;

1.1.3 "Closing" means the completion of the purchase and sale of the fee simple interest in the Lands to the Purchaser as contemplated by this Agreement;

1.1.4 "Closing Date" means July ____, 2014;

1.1.5 "Environmental Law" means the *Environmental Protection and Enhancement Act* (Alberta) and all other provincial and federal legislation or municipal by-laws relating to environmental matters applicable in the Province of Alberta, including all regulations under such legislation or by-laws;

1.1.6 "First Deposit" means the sum payable pursuant to Subsection 2.3.1;

1.1.7 "Lands" means those lands legally described in Schedule "A" hereto and all buildings and improvements thereon;

1.1.8 "Notice" has the meaning set out in Section 6.2;

1.1.9 "Permitted Encumbrances" means those interests registered or to be registered against title to the Lands by or through the Purchaser only;

1.1.10 "Person" means an individual, a partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

1.1.11 "Purchase Price" means the purchase price for the Lands as set out in Section 2.2;

1.1.12 "Purchaser's Solicitors" means the firm of Dentons Canada LLP, 2900 Manulife Place 10180-101 Street, Edmonton, Alberta T5J 3V5 (Ryan C. Bosch);

1.1.13 "Vendor's Solicitors" means the firm of Verhaeghe Law Office appointed by the Vendor to act on their behalf in respect of closing this transaction; and

1.1.14 "VTB Mortgage" means the mortgage to be granted by the Purchaser to the Vendor to secure the balance of the Purchase Price payable after the Closing Date in accordance with Subsection 2.3.2 substantially in the form of Schedule "B" hereto.

1.2 *Extended Meanings.* Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter genders.

1.3 *Headings.* The insertion into this Offer of headings and the inclusion of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Offer.

1.4 *Schedules.* The following schedules attached to this Agreement shall for all purposes be deemed to be a part of this Agreement:

Schedule "A" Legal description of the Lands
Schedule "B" VTB Mortgage

ARTICLE 2
PURCHASE AND SALE

2.1 *Purchase and Sale.* The Purchaser hereby offers to purchase from the Vendor and the Vendor, upon acceptance, agrees to sell to the Purchaser the Lands for the Purchase Price, such purchase and sale to be completed on the Closing Date, on the terms and subject to the conditions contained in this Agreement.

2.2 *Purchase Price.* The Purchase Price for the Lands, subject to adjustments as herein provided, shall be the sum of ONE MILLION FOUR HUNDRED THOUSAND ($1,400,000.00) in lawful monies of Canada.

2.3 *Payment of Purchase Price.* The Purchase Price shall be paid to the Vendor as follows:

2.3.1 $10,000.00 of the Purchase Price (the "First Deposit") to be paid in trust to the Vendor's Solicitors (or if not then identified, to the Purchaser's Solicitors) within two (2) business days of acceptance hereof, which sum is payable to the Vendor as set forth in Article 3 hereof;

2.3.2 $1,390,000.00 subject to adjustments as provided herein, as follows:

2.3.2.1 $50,000.00 more or less, of the Purchase Price (subject to adjustments) shall be paid to the Vendor's Solicitors by certified cheque or solicitor's trust cheque on the Closing Date. Provided that if the closing documents are not delivered within the time prescribed in Section 5.1, and on the Closing Date, confirmation of issuance of title in the name of the Purchaser has not been received from the Land Titles Office, the cash to close may be delivered to the Vendor's Solicitor who shall hold same pending confirmation of registration, and the Purchaser shall have no liability for payment of interest on such funds from the date of tender to the date such funds are released to the Vendor; and

2.3.2.2 $1,340,000.00 shall be paid in equal monthly installments of $23,500.00, principal only, payable on the first day of every month commencing the first month after the Closing Date and continuing until paid in full, to be secured by the Purchaser granting to the Vendor the VTB Mortgage which shall be substantially in the form set forth in Schedule "B" hereto.

2.4 *Default.* If the Purchaser defaults in the payment of the Purchase Price or any portion thereof when due, then, all rights of the Purchaser hereunder shall be terminated and all monies paid to such date shall be forfeited to the Vendor as liquidated damages, without further recourse by either party against the other.

2.5 *Adjustments.* Income and expenses normally adjusted on a transaction of this nature shall be adjusted on the Closing Date. Any adjustments shall be made to the cash to close.

ARTICLE 3
CONDITIONS

3.1 *Inspection.* The Purchaser, its solicitors, agents, subcontractors and professional advisors shall have the opportunity to inspect the Lands and title thereto at the sole cost and expense of the Purchaser, after the acceptance of this Offer, and to be satisfied in all respects with the results of such inspection. The Vendor covenants and agrees to reasonably assist the Purchaser, its solicitors, agents, subcontractors, and professional advisors in the making of such examinations. Such assistance shall be at no cost to the Vendor. The Vendor agrees that such inspection may include but shall not be limited to:

3.1.1 entering upon the Lands for the purpose or purposes of conducting a physical inspection thereof, including soil tests (by sample coring or otherwise) and of having surveyors prepare contoured drawings and topographical surveys;

3.1.2 inspection of the Lands for any other defects; and

3.1.3 the inspection of all matters or things relating to the use and development of the Lands by the Purchaser.

The Purchaser, in carrying out its investigations, shall be entitled to the extent required to remove any trees or other vegetation which in its judgement, reasonably applied, must be removed to gain access to all parts of the Lands. The Purchaser shall leave the Lands in a neat and safe condition free of debris and restore the Lands substantially to their original condition following any inspections or testing. The Vendor, within five (5) Business Days of acceptance hereof, shall provide to the Purchaser copies of any and all reports, studies or analyses in the Vendor's custody or control which relate to the physical characteristics of the Land, including any environmental reports, geo-technical assessments of the availability of and access to municipal services or to any matter affecting the use of the Lands, and a copy of any lease in place with respect to the Lands. In the event that the Purchaser's conditions are neither waived nor satisfied, the results of the Purchaser's investigations (including full copies of any reports) shall be provided to the Vendor who may rely on such results at its sole risk, cost and expense and without recourse to the Purchaser or its consultants.

ARTICLE 4
COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 *Representations of the Vendor.* The Vendor on acceptance hereof, covenants, represents and warrants to and in favour of the Purchaser that, as of the date of acceptance of this Offer or such other date as may be specified:

4.1.1 Ownership. The Vendors on the Closing Date are the sole legal owners of the Lands and have full power and authority to sell the Lands upon the conditions set out herein;

4.1.2 No Default under Other Agreements. Neither the execution of this Offer nor performance of its obligations by the Vendor will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Vendor is a party;

4.1.3 No Litigation. There are no actions, suits or proceedings which the Vendor has received notice of or, to the knowledge of the Vendor, threatened against or affecting the Lands or by any other Person, in law or in equity, which could affect the validity of this Agreement or any transaction or other agreement provided for in this Agreement, the title to the Lands or any part of the Lands, the conveyance of the Lands to the Purchaser, the right of the Purchaser from and after the Closing Date to own the Lands, occupy the Lands or any action taken or to be taken in connection with this Agreement resulting in acceptance of this Offer or any other agreements contemplated herein;

4.1.4 Residence. The Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);

4.1.5 Title to the Lands. The Lands on the Closing Date shall be owned by the Vendor, free and clear of all mortgages, liens, charges, encumbrances, restrictions, security interests, conditional sale agreements, purchase agreements, leases, rights of first refusal, options and any other claims and interests whatsoever;

4.1.6 No Unregistered Agreement. On the Closing Date, other than a month-to-month farm lease (which the Purchaser agrees to assume), there will be no unregistered agreements in respect of the Lands or encroachments by the improvements on the Lands onto abutting Lands or encroachments of improvements on abutting lands onto the Lands;

4.1.7 Taxes and Assessment. All provincial taxes and municipal taxes, charges and rates shall be current as of the Closing Date;

4.1.8 No Expropriation. Neither the Lands nor any part of the Lands has been expropriated and there are no existing or, to the knowledge of the Vendor, contemplated expropriation proceedings or other similar public or private proceedings affecting the Lands or any part of the Lands;

4.1.9 *Historical Resources Act*. Save for the requirement for a Historical Resources Impact Assessment to be completed, following an Historical Resources Overview study completed by the Vendor on the Lands, both of which the Vendor has disclosed to the Purchaser, the Vendor has not received notice that the Lands have been designated as an historical resource or area under the *Historical Resources Act* (Alberta);

4.1.10 Cemeteries Act. To the best of the Vendor's knowledge, the Lands have never been a registered cemetery under the *Cemeteries Act* (Alberta) nor has ever been used as a cemetery;

4.1.11 Landfill. To the best of the Vendor's knowledge, the Lands have never been used as a landfill nor are they located within 450 meters of lands that have been used as a landfill; and

4.1.12 Environmental Laws. To the best of the Vendor's knowledge, there are no contaminants or hazardous materials located upon the Lands or on lands immediately adjacent to the Lands.

4.2 *Representations of the Purchaser*. The Purchaser covenants, represents and warrants to and in favour of the Vendor that, as of the date of this Offer and upon completion of the transaction hereunder:

4.2.1 Corporate Status. The Purchaser is a corporation duly incorporated and subsisting under the laws of the Province of Alberta and has the corporate power, authority, right and capacity to enter into, execute and deliver this Agreement and to carry out the transactions and enter into the agreements contemplated by this Agreement in the manner contemplated by this Agreement;

4.2.2 Corporate Authorization. The transactions and other agreements contemplated by this Offer will by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Purchaser; and

4.2.3 No Default under other Agreements. Neither the execution of this Agreement or any agreement contemplated herein, nor performance of such agreements by the Purchaser will result in a breach of any term or provision or constitute a default under:

4.2.3.1 the constating documents or by-laws of the Purchaser; or

4.2.3.2 any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound.

4.3 *"As Is, Where Is" Purchase*. Prior to the Closing Date, the Purchaser acknowledges that it will have inspected the Lands and will have satisfied itself with respect to the condition of the Lands and, except for the specific representations and warranties of the Vendor contained in Section 4.1, the Purchaser has not relied on any representations or warranties by the Vendor concerning the condition of or any other matter affecting the Lands. Except for the specific representations and warranties of the Vendor contained in Section 4.1:

4.3.1 the Vendor makes no representations or warranties with respect to the condition of or any other matter affecting the Lands, including any implied warranties, warranties of fitness for a particular purpose or use or warranties of merchantability; and

4.3.2 the Purchaser acknowledges that except as specifically provided in subsection 4.1 the Lands upon sale by the Vendor is accepted by the Purchaser on an "as is, where is" basis.

4.4 *Environmental Matters*. Except as specifically provided in Subsection 4.1.12, the Vendor makes no representations or warranties whatsoever with respect to the environmental condition of the Lands, its current or intended use or any concern whatsoever relating to environmental matters and the Purchaser acknowledges that it is responsible for satisfying itself with respect to the environmental condition of the Lands and any concern whatsoever relating to environmental matters.

4.5 *Survival of Warranties*. The covenants, representations and warranties contained in Article 4 shall not merge on the Closing Date and shall survive completion of the transaction contemplated by this Agreement and shall continue in full force and effect for the benefit of the Purchaser and the Vendor until December 31, 2014, so that written notification of any breach of any representation or warranty must be provided to the other party on or before December 31, 2014.

4.6 *Risk*. The Lands shall be at the risk of the Vendor until the closing of the transaction contemplated by this Offer.

4.7 *Commissions.* The Vendor shall be solely responsible for the payment of any real estate commission arising as a result of this Offer.

ARTICLE 5
CLOSING ARRANGEMENTS

5.1 *Documents of the Vendor.* The Vendor, prior to Closing, and in such time as will enable the Purchaser to complete registration of any required conveyances prior to the Closing Date, shall deliver to the Purchaser's Solicitor upon trust conditions not inconsistent herewith, the following documents, fully executed by the Vendor, where applicable:

5.1.1 Transfer. A transfer of the Lands duly executed by the Vendor in favour of the Purchaser;

5.1.2 Certificate of the Vendor. A certificate from the Vendor certifying that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);

5.1.3 Contracts. Originals and assignments of any contracts agreed to be assumed by the Purchaser, including rights relative to all engineering relating to the Lands, originals of all studies, plans and approvals where required, with duly executed consents to the assignment of such contracts where required;

5.1.4 Discharges. A registrable discharge in respect of each interest, charge, lien or encumbrance registered as of Closing against the Lands; and

5.1.5 Such other documents as may be reasonably required by the Purchaser to give effect to the full intent and meaning of this Agreement.

5.2 *Documents of the Purchaser.* The Purchaser shall deliver or cause to be delivered to the Vendor or the Vendor's Solicitors on the Closing Date or such other date as may be specified, fully executed by the Purchaser:

5.2.1 Purchase Price. The balance of the Purchase Price by a certified cheque or solicitor's trust cheque payable to the Vendor's Solicitors in the amount of the portion of the Purchase Price payable in accordance with Subsection 2.3.2 together with the VTB Mortgage;

5.2.2 GST Certificate. A certificate of a senior officer of the Purchaser certifying (without liability to such officer), that those representations contained in Subsection 5.5 are true and accurate as of the Closing Date;

5.2.3 VTB Mortgage. A Certified Copy of the Certificate of Title evidencing registration of the VTB Mortgage, subject only to the Permitted Encumbrances, and 2 copies of the VTB Mortgage duly executed by the Purchaser; and

5.2.4 Such other documents as may be reasonably required by the Vendor to give effect to the full intent and meaning of this Agreement.

5.3 *Late Payment.* Any monies owing by one party to the other and not paid by 4:00 p.m. (Edmonton time) on their due date shall bear interest at the rate equal to the prime rate of the Royal Bank of Canada plus 4% per annum from their due date for payment to and including the date of payment, provided nothing herein shall be deemed to require the Vendor to accept late payment of any portion of the Purchase Price not paid by the Purchaser on the due date for such payment.

5.4 *GST and Fees.* The Purchaser shall be responsible for any goods and services tax in connection with the transaction contemplated herein. Each party shall pay its own legal fees with respect to this transaction.

5.5 *Purchaser GST Registrant.* With respect to the purchase of the Lands, the Purchaser hereby represents and warrants to the Vendor that:

5.5.1 it is registered for the purposes of the goods and services tax imposed under the *Excise Tax Act* and its registration number is 81702 0753 RT0001,

5.5.2 if required to do so, it will remit directly to the Receiver General of Canada the goods and services tax payable and file the prescribed form pursuant to the *Excise Tax Act* in connection with the purchase of the Lands; and

5.5.3 the Purchaser shall protect, indemnify and save harmless the Vendor for any goods and services tax, penalties, and all costs in connection therewith, which the Vendor is required to remit to the Receiver General as a result of the foregoing warranty and representation being incorrect or untrue.

The parties acknowledge that, accordingly, the Vendor is not required to collect goods and services tax in respect of the transfer of the Lands to the Purchaser pursuant to Section 221(2) of the *Excise Tax Act*.

ARTICLE 6
MISCELLANEOUS

6.1 *Tender.* Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by certified cheque, bank draft or solicitor's trust cheque.

6.1.1 Any tender of money may be made by certified cheque or solicitors trust cheque and any tender of money or documents may be tendered by one party to the other party's solicitors in trust that the other party comply with its obligations hereunder.

6.1.2 Notwithstanding any rule of law or equity to the contrary, the Purchaser's obligation to tender monies and documentation, if any, herein called for or required to be tendered by the Purchaser to the Vendor shall be subject to and conditional upon proper and complete prior tender by the Vendor to the Purchaser of all conveyances and all other documentation herein called for or required to be tendered by the Vendor to the Purchaser.

6.2 *Notices.* Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "Notice") shall be in writing and shall be given by personal delivery or written electronic communication which results in a written or printed notice being given to the applicable address set forth below:

6.2.1 in the case of the Purchaser addressed to:

1371047 Alberta Ltd. And Wandering River Properties Ltd.
Edmonton, Alberta
Attention:
Fax No.: (780)
Email:

with a copy to:

Dentons Canada LLP
2900 Manulife Place
10180-101 Street
Edmonton, Alberta T5J 3V5
Attention: Ryan Bosch
Fax No.: (780) 423-7222
Email: ryan.bosch@dentons.com

6.2.2 and in the case of the Vendor addressed to:

Jeffrey Hadfield and Jackie Hadfield.
4 Berry Crescent
Fort McMurray, AB T9H 1J9

Email:

with a copy to:

4902-48th Street
Athabasca, Alberta
Attention: Richard Verhaeghe
Fax: (780) 675-3161
Email: Richard@athabascalaw.com

6.2.3 Any Notice, if delivered between the hours of 8:30 a.m. and 4:00 p.m. Edmonton time, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by electronic communication, shall be deemed to have been validly and effectively given and received on the date of transmission, if received on that party's fax machine at the specified fax number.

6.2.4 By giving to the other party at least three (3) days Notice, any party may, at any time and from time to time, change its delivery or communication for the purposes of this subsection 6.2.

6.3 *Caveat*. The Purchaser shall be at liberty to file a caveat pursuant to this Offer but shall provide to the Vendor a discharge such caveat prior to return of the First Deposit in the event that any of the Purchaser's conditions are not satisfied or waived.

6.4 *Further Assurances*. Each of the parties shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement.

6.5 *Lawyers as Agents*. Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given or delivered by the parties or by their respective solicitors on their behalf.

6.6 *Assignment*. The Purchaser shall not assign its rights under this Agreement to anyone other than an affiliate (as defined in the *Business Corporations Act* (Alberta)) without the prior written consent of the Vendor, which consent the Vendor in its discretion may arbitrarily or unreasonably withhold, and then only if the assignee agrees in writing with the Vendor that it is bound by the terms of this Agreement. Such assignment shall not relieve the Purchaser of its obligations hereunder.

6.7 *Non-Merger*. None of the provisions of this Agreement shall merge in the deed or transfer of the Lands or any other document delivered on the Closing Date and the provisions of this Agreement, other than Article 4, shall survive the Closing Date.

6.8 *Entire Agreement*. This Offer, upon acceptance, constitutes the entire agreement between the parties with respect to the sale of the Lands to the Purchaser and, except as stated in this Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. The Agreement arising on acceptance of this offer supersedes all prior negotiations or agreements between the parties, whether written or verbal, with respect to the subject matter of this Agreement.

6.9 *Currency*. Unless otherwise expressly stated in this Offer, all references to money shall refer to Canadian funds.

6.10 *Severability*. If any provision contained in this Offer (except for provisions dealing with the amount of the Purchase Price or the payment of the same) or its application to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Offer or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Offer shall be determined by a Court to be separately valid and enforceable to the fullest extent permitted by law.

6.11 *Governing Law*. This Offer and the Agreement arising on acceptance of the Offer shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable laws of Canada. References to statutes shall be deemed to be references to such statutes as they exist on the date of this Agreement. The Courts having jurisdiction in the Province of Alberta shall have exclusive jurisdiction in relation to any legal proceedings arising in connection with this Agreement.

6.12 *Time*. Time shall be of the essence of this Offer. Except as expressly set out in this Offer, the computation of any period of time referred to in this Offer shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Offer expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. The time limited for performing or completing any matter under this Offer may be extended or abridged by an agreement in writing by the parties or by their respective solicitors who are hereby expressly appointed in that regard. Wherever the time for completion or performance of any obligation under this Agreement is extended with the consent of the other Party, the date for performance of any other obligation to be performed or observed thereafter shall be extended for the same period of time.

6.13 *Execution in Counterpart*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties to this Agreement so long as at least one counterpart is executed by each such party. For the purposes of this Agreement any person who has acknowledged in writing that he has signed a counterpart of this Agreement shall be conclusively deemed to have executed same.

6.14 *Successors and Assigns*. The Agreement arising on acceptance of this Offer shall enure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

6.15 *Delivery by Facsimile or Electronic Mail*. This Agreement and any other agreement, document or instrument required or permitted hereby shall be deemed to be validly executed and delivered by a party when a copy thereof has been executed by that party and transmitted by facsimile or electronic mail to each of the remaining parties. A party delivering this Agreement or any such other agreement, document or instrument by facsimile or electronic mail as aforesaid covenants to promptly deliver to each of the remaining parties an originally executed copy of thereof by ordinary mail or by courier.

6.16 *Confidentiality*. Prior to the waiver of the Purchasers conditions the parties agree to treat as confidential the terms of this Agreement, and all information provided to any party by the other shall be kept in the strictest confidence and not be divulged to a third party or used by the party receiving such information except to third parties including consultants, potential lenders and potential investors and others as reasonably determined by the Purchaser whose input is essential to enable the Purchaser to determine whether or not any condition hereof is to be waived or is satisfied.

6.17 *Acceptance*. This Offer shall remain open seven (7) days following the date of execution set forth below and may be accepted by execution and return hereof to the Purchaser or the Purchaser's Solicitors.

IN WITNESS WHEREOF the Purchaser has executed this Offer as of the date first above written.

Dated this ____ day of July, 2014.

1371047 ALBERTA LTD.

Per: ______________________________
c/s

WANDERING RIVER PROPERTIES LTD.

Per: ______________________________
c/s

ACCEPTANCE

This Offer to Purchase the Lands upon the terms and conditions set forth above is hereby accepted by the Vendor this ____ day of July, 2014.

______________________________ ______________________________
Witness Jeffrey Hadfield

______________________________ ______________________________
Witness Jackie Hadfield

SCHEDULE "A"

TO THAT OFFER TO PURCHASE

MADE BETWEEN:

1371047 ALBERTA LTD. and WANDERING RIVER PROPERTIES LTD.

AND

JEFFREY HADFIELD and JACKIE HADFIELD.

LANDS

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

PERMITTED ENCUMBRANCES

Instrument No.	Instrument	Particulars
532RB	Caveat re: Easement	Caveator: Suncor Energy Inc.
3122RI	Caveat re: Easement	Caveator: ATCO Gas and Pipelines Ltd.
6608UG	Caveat	Caveator: ATCO Gas and Pipelines Ltd.
752 001 834	Caveat	Caveator: Suncor Energy Inc.
762 018 674	Utility Right of Way	Grantee: ICG Utilities (Plains-Western) Ltd.
832 210 206	Caveat re: See Caveat	Caveator: ICG Utilities (Plains-Western) Ltd.

SCHEDULE "B"

THE LAND TITLES ACT

VENDOR TAKE BACK MORTGAGE

WHEREAS:

1371047 ALBERTA LTD. and WANDERING RIVER PROPERTIES LTD., bodies corporate having an office at Edmonton, Alberta, (the "Mortgagor") has agreed to purchase from JEFFREY HADFIELD AND JACKIE HADFIELD. (the "Mortgagee"), who and whose successors are herein called the Mortgagee, the Mortgaged Premises (as hereinafter defined) and as security for payment of a portion of the purchase price and interest thereon has agreed to grant the within Mortgage to the Mortgagee;

The Mortgagor is or is entitled to become registered as owner of an estate in fee simple with respect to the lands described in Schedule "A" hereto (the lands so described in Schedule "A", together with all buildings and improvements now or hereafter erected thereon being hereinafter referred to as "the said land" or "the Mortgaged Premises");

IN CONSIDERATION of the Mortgagee agreeing to sell the Mortgaged Premises to the Mortgagor and agreeing to accept this Mortgage as security for payment by the Mortgagor of the unpaid portion of the purchase price, namely the sum of $1,340,000.00 (hereinafter sometimes referred to as the "loan" or the "principal sum") the receipt and sufficiency of which consideration is hereby acknowledged by the Mortgagor;

THE MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS:

Principal and Interest:

1. That the Mortgagor shall pay to the Mortgagee which sums the Mortgagee hereby irrevocably directs to be paid to the Mortgagee, at 4 Berry Crescent, Gort McMurray, Alberta, T9H 1J9 in lawful money of Canada, the principal sum lent to the Mortgagor as aforesaid with interest thereon at the rate of **zero percent (0.00%) per annum calculated and compounded annually, not in advance** as well as after as before maturity both before and after default and after judgment until paid as follows:

1.1 The principal sum together with interest on the aforesaid rate shall become due and be paid in equally monthly installments of $23,500.00, with the first payment payable on the first day of the month following the Closing Date under the Offer to Purchase between the Mortgagor as purchaser and the Mortgagee as vendor and continuing until paid in full.

1.2 Provided the Mortgagor is not otherwise in default of the terms of this Mortgage, the Mortgagor shall have the right and privilege to prepay the whole amount of principal advanced hereunder without notice, bonus or penalty and interest shall be calculated to the date of such payment.

Taxes:

2. That save as hereinafter described, the Mortgagor will pay when and as the same fall due, all taxes, rates, liens, charges, encumbrances or claims (hereinafter sometimes referred to as "taxes") which are or may be or become charges or claims against the Mortgaged Premises, on or in respect of this Mortgage.

Should the Mortgagor default in its obligation in this paragraph 2, the Mortgagee shall have the right itself to pay the taxes and the amount so paid, as aforesaid, by the Mortgagee shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, and shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded repayable on the next ensuing installment date (whether principal or interest).

Interest Calculation:

3. That the Mortgagor shall pay to the Mortgagee interest as aforesaid and all interest on becoming overdue shall be forthwith treated, as to payment of interest thereon, as principal and shall bear interest thereon at the rate then in effect, as well after as before maturity of this Mortgage and all such interest shall be a charge on the Mortgaged Premises; and in the event of non-payment of any of the monies hereby secured at the time herein set for payment thereof the Mortgagor will, so long as any part thereof remains unpaid, pay interest at the said rate from day to day on the same.

Insurance:

4. The Mortgagor shall forthwith place or cause to be placed, and thereafter maintain or cause to be maintained in full force and effect continuous (without interruption) during the continuance of this security, policies of insurance and insurance coverage as follows:

4.1 for public liability with limits not less than $2,000,000.00 per occurrence;

4.2 if and upon construction of any commercial building upon the Mortgaged Premises or if buildings or residences are located on the property and occupied by tenants:

4.2.1 against loss or damage by fire and extended perils and any other insurable perils that may be deemed necessary by the Mortgagee, the Mortgaged Premises in the sum of not less than their full insurable value of lawful money of Canada, and in any event, in an amount equal to not less than the full replacement cost of the Mortgaged Premises;

4.2.2 where applicable, against loss or damage due to perils covered by broad form boiler and pressure vessel insurance policies;

4.2.3 where applicable rental income insurance as the Mortgagee may require.

The loss for such policies shall be made payable to the Mortgagee as first loss payee, with the Mortgagee's mortgage clause affixed to each policy by the insurer. The Mortgagor shall pay all premiums and sums of money necessary for such purpose as the same shall become due, and shall forthwith assign and deliver to the Mortgagee the policy or policies of insurance and all renewal receipts and renewals thereto appertaining and will deliver evidence of renewal to the Mortgagee at least fifteen (15) days prior to the expiration of any policy. In the event of any breach of the foregoing covenants respecting insurance the Mortgagee may, at its option, effect such insurance on behalf of the Mortgagor, and if for any reason the Mortgagee is unable to effect or maintain such insurance the whole of the monies hereby secured remaining unpaid shall forthwith become due and payable. Forthwith on the happening of any loss or damage as aforesaid the Mortgagor, at the expense of the Mortgagor, will furnish all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and any such insurance monies received by the Mortgagee may, at the option of the Mortgagee, be applied in repairing or rebuilding any building of which the Mortgaged Premises may form a part, or be applied to the payment of the monies hereby secured (whether or not any amount is then due) in such manner as the Mortgagee may determine or be paid to the Mortgagor or any person appearing by the registered title to be the owner of the said lands or partly in one way and partly in another.

Improvements and Fixtures:

5. The Mortgagor shall not commit any act of waste thereon, and shall at all times during the continuance of this security the same repair, maintain, restore, mend, keep, make good, finish, add to and put in order. Provided however that the preparation of the Mortgaged Premises for future subdivision for urban purposes shall not be deemed to be an act of waste. In the event of any loss or damage thereto or destruction of any new buildings placed upon the Mortgaged Premises the Mortgagee may give notice to the Mortgagor to repair, rebuild or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice. If the Mortgagor fails to so repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the Mortgage monies shall, at the option of the Mortgagee, become immediately due and payable without demand by the Mortgagee upon the Mortgagor. The Mortgagee may repair, rebuild or reinstate the Mortgaged Premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account, all notwithstanding any law, equity or statute to the contrary, and in particular, *The Insurance Act* of Alberta and *The Fire Prevention (Metropolis) Act*, 1774 (14 Geo.3 c.78), all rights and benefits of the Mortgagor thereunder being hereby expressly waived. This provision shall be in addition to any statutory covenants implied in this Mortgage.

Land Titles Act Covenants:

6. That the Mortgagor further covenants and agrees with the Mortgagee that:

6.1 the Mortgagor has good title to the said lands free from all encumbrances (save as endorsed hereon);

6.2 the Mortgagor has the right to Mortgage the lands;

6.3 on default the Mortgagee shall have quiet possession of the lands free from all encumbrances (save as endorsed hereon);

6.4 the Mortgagor shall execute such further assurances of the lands as may be requisite; and

6.5 the Mortgagor has done no act to encumber the lands (save as endorsed hereon).

Default:

7. That in the event of non-payment of the mortgage monies or any part thereof at the time of falling due of same under the terms of this Mortgage, or in the event of non-payment of interest or of any further amounts as provided for in this Mortgage, or in the event of default being made in any of the covenants, agreements, provisos or stipulations otherwise expressed or implied herein, or in the event of default being made in any of the covenants, agreements, provisos or stipulations expressed in any mortgage to which this Mortgage is subject, or if the Mortgagor shall become bankrupt or insolvent or shall be subject to the provisions of the *Bankruptcy Act* of Canada, the *Companies' Creditors' Arrangement Act* of Canada, the *Winding-Up Act* of Canada or any other Act for the benefit of creditors or go into liquidation either voluntarily or under an order of a court of competent jurisdiction, or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency, or upon the registration of any builders' lien against the Mortgaged Premises, which lien remains undischarged for a period of twenty-one (21) days after notice of the registration thereof is given to the Mortgagor:

7.1 the Mortgagee at its option may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

7.2 the Mortgagee may send or employ an inspector to inspect and report upon the value, state and condition of the Mortgaged Premises and a solicitor to examine and report upon the title to the same;

7.3 the Mortgagee may enter into possession of the Mortgaged Premises and whether in or out of possession collect the rents and profits therefrom, and make any demise or lease of the Mortgaged Premises or any part thereof for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised before or after and subject to any such demise or lease;

7.4 the Mortgagee at such time or times as it may deem necessary and without the concurrence of any other person through its servants, agents or contractors may enter upon the Mortgaged Premises and may make such arrangements for repairing or putting in order the Mortgaged Premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the Mortgaged Premises as it may deem expedient, all costs, charges, and expenses incurred by the Mortgagee in so doing, including allowances for the time and service of any agent of the Mortgagee or other person appointed for the above purposes or in connection therewith shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded, then repayable without demand on the next ensuing installment (whether for interest or principal);

7.5 the Mortgagee shall have full power, right and license to enter, seize and distrain upon the Mortgaged Premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the Mortgaged Premises as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent;

7.6 the Mortgagee may sell and dispose of the Mortgaged Premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the Mortgaged Premises; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and any notice may be effectually given by delivering such notice or transmitting such notice by telefacsimile to the Mortgagor at the address or telefax number of the Mortgagor shown herein; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the Mortgaged Premises hereunder, and the Mortgagee may sell, transfer and convey any part of the Mortgaged Premises, on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until the same shall be actually received in cash; and sales may be made from time to time of parts of the Mortgaged Premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make any stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for any loss occasioned thereby; and for any such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case of any sale held by the Mortgagee under and by virtue of the laws of the Province of Alberta under the power of sale herein contained shall prove abortive, the Mortgagee may take foreclosure proceedings in respect of the Mortgaged Premises in accordance with the provisions of the laws of the Province of Alberta in that regard; and in the event of any deficiency on account of monies secured by this Mortgage remaining due to the Mortgagee after realizing all of the Mortgaged Premises by sale or otherwise then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the rate aforesaid;

7.7 the whole of the unpaid balance of the mortgage monies, interest and all other amounts due hereunder, at the option of the Mortgagee, become due and payable.

Non-Merger:

8. That the giving and taking of this Mortgage shall in no way merge or affect any other security or securities that may have been, or that may hereafter be given in respect of any amounts secured by this Mortgage or any part thereof, or impair or affect any such security or securities or any remedy thereon, and all rights or remedies which the Mortgagee now has or may hereafter have against the Mortgagor or any other person or entity are hereby reserved, and the Mortgagor agrees that the taking of a judgment or judgments under any of the covenants or agreements herein contained or under any such security or securities or the entering into any arrangement (including the granting of time), compromise, release or discharge or the termination of any cause, claim or right whatsoever by the Mortgagee with the Mortgagor or any other person or entity, to the exclusion of the Mortgagor or any other person or entity, whether prejudicial or beneficial to any one or more of them, shall not operate as a merger of such covenants and agreements or affect the rights or remedies of the Mortgagee under the covenants herein contained or under any other such security or securities, or of the Mortgagee's security herein by way of a charge against the Mortgaged Premises, or affect the Mortgagee's right to interest at the rate prescribed herein on any amounts owing to the Mortgagee under the covenants contained in this Mortgage, or under any other security or securities, it being understood and agreed that interest at the rate prescribed herein shall run and be included and payable on any judgment or other proceedings taken herein and that any such judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until such judgment shall have been fully paid and satisfied.

Release of Mortgaged Premises:

9. That the Mortgagee may at any time release any part of the Mortgaged Premises, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor, and without being accountable for the value thereof, or for any money except what is actually received, and without thereby releasing or affecting any other of the Mortgaged Premises or any of the other covenants or agreements herein contained or releasing any surety or other security, and no person shall have any right to require the mortgage monies to be apportioned.

Partial Discharges:

10. Notwithstanding anything to the contrary contained in paragraph 9, although the Mortgagor shall not be entitled to a complete discharge of this Mortgage until after receipt of the entire principal sum, interest thereon, and all other monies secured, the Mortgagee shall from time to time release portions of the Mortgaged Premises (each such portion being hereinafter referred to as "Release Parcel") provided that:

10.1 the Mortgagor is not in default of any covenant or undertaking to be observed or performed by the Mortgagor under this Mortgage;

10.2 the Mortgagor shall at its sole cost and expense obtain any and all consents of all governmental planning authorities or subdivision authorities necessary to permit the registration of a plan of subdivision in respect of the Release Parcel;

10.3 the Mortgagor shall have made payment in reduction of the principal sum for each Release Parcel of an amount which is that portion of the principal sum then outstanding which the area of the Release Parcel exclusive of the area of environmental reserves, bears to the area contained in the title for the lands at that date; and

10.4 the Mortgagor has paid all interest which has accrued due upon the amount of the principal payment to be made pursuant to paragraph 10.3 above from the last preceding the date of such payment to the date of such payment.

Any prepayment made by the Mortgagor pursuant to paragraph 10.3 shall be credited against the principal sum then outstanding under this Mortgage.

Costs:

11. That all solicitor's, inspector's, consultant's (including the architect's), valuator's, surveyor's and other fees and expenses for drawing and registering this Mortgage, and for examining the Mortgaged Premises and the title thereto, and for making or maintaining this Mortgage as a first charge on the Mortgaged Premises (save as endorsed hereon) or incurred as a result of default hereunder or of endeavouring to collect with or without suit any money payable hereunder, or of taking, recovering or keeping possession of money payable hereunder, or of taking, recovering or keeping possession of the Mortgaged Premises, and generally in any other proceeding, matter or thing taken or done to protect or realize the security or any other security for this mortgage loan, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Mortgaged Premises or in maintaining, repairing or restoring the Mortgaged Premises notwithstanding that the costs thereof may exceed the principal sum secured hereunder, and in inspecting, leasing, managing or improving the Mortgaged Premises, or in maintaining, repairing or restoring the Mortgaged Premises, including the price or value of any goods of any sort or description supplied to be used on the Mortgaged Premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between a solicitor and his own client on a full indemnity basis, and also an allowance for the time, work and expenses of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded, then repayable without demand on the next ensuing installment (whether for interest or principal).

Payments by Mortgagee:

12. That in the event of the mortgage monies advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off shall be final and binding upon the Mortgagor.

Accounting for Revenues:

13. That the Mortgagee shall not be charged with any monies receivable or collectible out of the Mortgaged Premises or otherwise except those actually received, and all revenue of the Mortgaged Premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Mortgaged Premises, or in payment of taxes or other charges against the Mortgaged Premises, or applied on the mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

Preparation of Discharges:

14. That any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee and the Mortgagee shall after receipt of payment in full as expeditiously as in the circumstances is reasonably possible execute and deliver such discharge to the Mortgagor provided interest as then in effect shall continue to run and accrue until actual payment in full has been received by the Mortgagee.

Payments to Mortgagee:

15. That all payments to be made to the Mortgagee are hereby irrevocably directed to be paid to the Mortgagee at ______________________________. All payments under this Mortgage should be made before 2:00 o'clock p.m. (Edmonton time) on any day on which the payment is made. In the event the payment is made after 2:00 o'clock p.m. (Edmonton time) on any particular day, it is understood and agreed that the said payment will be deemed to have been made on the next business day following the date on which payment is made. All payments made by mail shall be deemed received on the day and at the time of actual delivery to the Mortgagee at the address at which the Mortgagee shall require payment to be made; provided however, that any payments made by mail and actually delivered to the Mortgagee after 2:00 o'clock p.m. (Edmonton time) on any particular day shall be deemed to have been made on the next business day following the date on which payment was actually received.

Attornment:

16. That for better securing the punctual payment of the mortgage monies the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Mortgaged Premises at an annual rental equivalent to the annual installments secured hereby, the same to be paid on each day appointed for the payment of each such installment. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor.

Waiver of Redemption:

17. That the Mortgagor does hereby waive any and all rights, benefits and privileges which may otherwise exist at law or in equity to redeem this Mortgage after any order of any court of competent jurisdiction has been granted for foreclosure or judicial sale of the Mortgaged Premises.

Waiver of Breach:

18. That the waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained or implied, shall not abrogate such covenant, proviso, condition or agreement or be a waiver of any subsequent breach of the same.

Extensions of Time:

19. That no extension of time given or alteration of the interest rate or alteration of principal repayment made by the Mortgagee to the Mortgagor or its assigns or any one claiming under him or any other dealing by the Mortgagee with the owner of the said lands shall in any way prejudice or affect the rights of the Mortgagee against the Mortgagor or any other person.

Assignment by Mortgagee:

20. That the Mortgagee, without the consent of the Mortgagor, may assign in whole or in part the debt hereunder, this Mortgage and any security collateral to this Mortgage.

Mortgagor's Representations:

21. The Mortgagor represents and warrants to the Mortgagee that:

21.1 to provide written notice to the Mortgagee immediately upon the Mortgagor becoming aware that the said land or any adjacent property is being or has been contaminated with regulated, hazardous or toxic substances. Subject to the provisions of paragraph 22.2 the Mortgagor will not cause nor permit any activities on the said land which directly or indirectly could result in the said land or any other property being contaminated with regulated, hazardous or toxic substances. For the purposes of this Mortgage, the term "regulated, hazardous or toxic substances" means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial, state or local statute, regulation or ordinance now or hereafter in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance; and

21.2 the Mortgagor shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on, or under the said land or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the said land, or incorporated in any improvements thereon. The Mortgagee may, but shall not be obliged to, enter upon the said land and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Mortgagor shall reimburse the Mortgagee on demand for the full amount of all costs and expenses incurred by the Mortgagee in connection with such compliance activities, unless such contamination was present upon the lands at the date of this Mortgage.

Additional Covenants of Mortgagor:

22. That the Mortgagor further covenants and agrees with the Mortgagee as follows:

22.1 the Mortgagor acknowledges that it has been advised by its counsel as to the meaning of Section 49 of the *Expropriation Act*, Alberta, and being fully aware that under the terms of the said Act the Mortgagee may be restricted to recovering the market value of this Mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of Section 49 of the *Expropriation Act* and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to the provisions of the said Section 49 of the *Expropriation Act*;

22.2 in the event that the Mortgaged Premises, or any part thereof which are secured by this Mortgage, are condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects this mortgage security or any collateral security therefor, the full amount of the principal and interest and any other monies secured by this Mortgage then outstanding, shall, at the election of the Mortgagee, be deemed to become due and payable in full on the day before the said lands were expropriated and interest shall accrue thereon, at the rate then in effect, until the Mortgagee has been paid in full and the Mortgagor shall be estopped from denying otherwise;

22.3 the Mortgagor will pay or cause to be paid to the Mortgagee, upon the request of the Mortgagee and from any expropriation the whole of the proceeds thereof and if the Mortgagee elects to accelerate the term of the Mortgage pursuant to the provisions of paragraph 22.2 above, together with such additional funds as will retire the full amount of the principal and interest and any other monies then outstanding hereunder;

22.4 that the Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the expropriation of the Mortgaged Premises or any part thereof, will notify the Mortgagee of such proceedings;

22.5 any monies awarded by an order of the Land Compensation Board with respect to all or any part of the Mortgaged Premises to the extent of the full amount of the indebtedness upon this Mortgage and obligation secured hereby remaining unpaid, are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee, its successors and assigns;

22.6 the Mortgagor shall strictly comply with the terms and conditions of all agreements which the Mortgagee has entered into or assumed in relation to the Mortgaged Premises and with any and all requirements imposed upon the Mortgagor pursuant to the approval of any municipal or planning authority having jurisdiction over the subdivision or development of the Mortgaged Premises; and,

22.7 the Mortgagor acknowledges that this Mortgage is granted as part of the consideration due and owing to the Mortgagee pursuant to an offer to purchase dated November ____, 2013 as amended and extended from time to time (the "Purchase Agreement") and the terms of this Mortgage shall not merge in the completion of the sale of the Lands pursuant to the terms of the Purchase Agreement, and the Mortgagor shall have no rights of set-off or abatement howsoever arising, if at all, under the Purchase Agreement.

Extended Definition of Mortgagor:

23. That when the context makes it possible the word "Mortgagee" wherever it occurs in this Mortgage shall include the successors and assigns of the Mortgagee and where applicable the mortgage insurer, its successors and assigns, and the words "Mortgagor" shall include the heirs, executors, administrators, successors and assigns of the Mortgagor and the word "person" shall include any body corporate or politic; and the words in the singular include the plural and words importing the masculine gender include females and all covenants herein contained or implied are to be construed as both joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, provisos and agreements herein contained or implied. Reference to any statute includes any successor thereto.

Severability:

24. That if any provision of this Mortgage or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Mortgage, or the application thereof to other circumstances shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law.

Consent and Postponement:

25. The Mortgagee, upon request of the Mortgagor, will unconditionally provide its written consent to subdivision or planning approvals sought by the Mortgagor. Further, provided that the Mortgagor is not in default hereunder, the Mortgagee forthwith, following the request of the Mortgagor, execute and deliver to the municipality such postponement of this Mortgage to any easements and utility rights of way as the municipality shall require to accommodate the installation of any roadways or utilities, on, under of through the Mortgaged Premises. No compensation shall be due to the Mortgagee for such postponements of this Mortgage to any easements or utility right of way.

6.16 *Confidentiality*. Prior to the waiver of the Purchasers conditions the parties agree to treat as confidential the terms of this Agreement, and all information provided to any party by the other shall be kept in the strictest confidence and not be divulged to a third party or used by the party receiving such information except to third parties including consultants, potential lenders and potential investors and others as reasonably determined by the Purchaser whose input is essential to enable the Purchaser to determine whether or not any condition hereof is to be waived or is satisfied.

6.17 *Acceptance*. This Offer shall remain open seven (7) days following the date of execution set forth below and may be accepted by execution and return hereof to the Purchaser or the Purchaser's Solicitors.

IN WITNESS WHEREOF the Purchaser has executed this Offer as of the date first above written.

Dated this ____ day of July, 2014.

1371047 ALBERTA LTD.

Per: ______________________________ c/s

WANDERING RIVER PROPERTIES LTD.

Per: ______________________________
c/s

ACCEPTANCE

This Offer to Purchase the Lands upon the terms and conditions set forth above is hereby accepted by the Vendor this 10th day of July, 2014.

Kimberly Lwoolee
Witness

J.C. Hadfield
Jeffrey Hadfield

Kimberly Lwoolee
Witness

J. Hadfield
Jackie Hadfield

Law of Property Act:

26. That the Mortgagor hereby waives the provisions of subsections (1) to (4) of Section 41 and subsections (1) to (3) of Section 42 of the *Law of Property Act*, Alberta, and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof, and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to the provisions of the said Section of the *Law of Property Act*.

Due on Sale

27. The Mortgagor acknowledges that the Mortgagee, in advancing the principal sum or any part thereof to the Mortgagor, is relying on the financial ability, in the opinion of the Mortgagee, of the Mortgagor alone to repay the same and the Mortgagor agrees that if the Mortgagor sells, conveys, transfers or assigns the said land, or agrees or purports to do so, to other than an affiliate (as defined in the *Business Corporations Act* (Alberta)) without the prior written consent of the Mortgagee, which consent the Mortgagee in its discretion may arbitrarily or unreasonably withhold, the whole of the principal sum outstanding hereunder together with interest, costs and charges thereon shall, at the option of the Mortgagee, forthwith become due and payable.

Charge:

28. That for better securing to the mortgagee repayment in the manner aforesaid of the principal sum and interest and other mortgage monies, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the lands above described.

IN WITNESS WHEREOF the Mortgagor has executed these presents, this _________ day of ____________________, 20___.

1371047 ALBERTA LTD.

Per: ________________________________

WANDERING RIVER PROPERTIES LTD.

Per: ________________________________

SCHEDULE "A"

TO THAT VENDOR TAKE BACK MORTGAGE

Made Between:

1371047 ALBERTA LTD. and WANDERING RIVER PROPERTIES LTD.

and

JEFFREY HADFIELD and JACKIE HADFIELD.

LANDS

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

PERMITTED ENCUMBRANCES

Instrument No.	Instrument	Particulars
532RB	Caveat re: Easement	Caveator: Suncor Energy Inc.
3122RI	Caveat re: Easement	Caveator: ATCO Gas and Pipelines Ltd.
6608UG	Caveat	Caveator: ATCO Gas and Pipelines Ltd.
752 001 834	Caveat	Caveator: Suncor Energy Inc.
762 018 674	Utility Right of Way	Grantee: ICG Utilities (Plains-Western) Ltd.
832 210 206	Caveat re: See Caveat	Caveator: ICG Utilities (Plains-Western) Ltd.

EXHIBIT C

This is Exhibit " C " referred to in the Affidavit of

Jeff Hadfield

Sworn before me this 3 day

of October A.D., 20 18

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

DENTONS

Ryan C. Bosch

ryan.bosch@dentons.com
D +1 780 423 7265

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB, Canada T5J 3V5

T +1 780 423 7100
F +1 780 423 7276

Salans FMC SNR Denton
dentons.com

File No.: 5393685-5

August 1, 2014

DELIVERED VIA COURIER

Verhaeghe Law Office
4902 - 48th Street
Athabasca AB T9S 1B8

Attention: Richard A. Verhaeghe

Dear Sir:

RE: 1371047 Alberta Ltd. & Wandering River Properties Ltd. (collectively, the "Purchaser") purchase from Jeffrey Hadfield & Jackie Hadfield (collectively, the "Vendor") of the lands legally described as 4; 17; 71; 35; NE (the "Lands") as at July 28, 2014 (the "Closing Date")

Pursuant to your trust letter of July 15, 2014, as amended on July 22, 2014, please find enclosed a copy of our trust cheque in the amount of $59,911.30 representing the Cash to Close as per your Statement of Adjustments, together with our correspondence and deposit slip evidencing deposit to your Alberta Treasury Branches trust account. These funds are forwarded to you in trust pursuant to your trust letters referenced herein and the undertakings contained therein.

We further enclose the following documents:

(a) Certified Copy of Title evidencing registration of the VTB Mortgage as instrument number 142 247 881;

(b) Executed copy of the VTB Mortgage;

(c) Purchaser's GST Declaration and Undertaking duly executed by 1371047 Alberta Ltd., together with a GST Registry search result as of the date of this correspondence;

(d) Purchaser's GST Declaration and Undertaking duly executed by Wandering River Properties Ltd., together with a GST Registry search result as of the date of this correspondence;

(e) Fire Insurance binder letter with first loss payable to Jeffrey Hadfield and Jackie Hadfield; and

(f) 6 post-dated cheques payable to Jeffrey Hadfield and Jackie Hadfield, each in the sum of $23,500.00, representing the mortgages for the period covering September 1, 2014 to and including February 1, 2015;

We trust you will find the foregoing to be in order.

Salans FMC SNR Denton
dentons.com

Yours truly,
Dentons Canada LLP

Ryan C. Bosch

RCB

Enclosures

DENTONS

Ryan C. Bosch

ryan.bosch@dentons.com
D +1 780 423 7265

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB, Canada T5J 3V5

T +1 780 423 7100
F +1 780 423 7276

Salans FMC SNR Denton
dentons.com

August 1, 2014

DELIVERED

Alberta Treasury Branch
10025 102A Ave
Edmonton AB T5J 2Z2

Attention: Teller

Dear Sir/Madam:

RE: Direct Deposit

Please find enclosed our trust cheque payable Verhaeghe Law Office, in trust in the amount of $59,911.30, which we would ask that you directly deposit into the following account:

Account Holder:	VERHAEGHE LAW OFFICE
Branch:	10025 102A Ave, Edmonton, Alberta T5J 2Z2
Transit No.:	7269
Institution No.:	003
Account No.:	1021419-24

We ask that you stamp and sign this correspondence and return same together with a deposit slip evidencing the deposit of the enclosed, for our records.

Should you have any questions or concerns, please contact Ryan Bosch at the above number.

Yours truly,
Dentons Canada LLP

Ryan C. Bosch

RCB/lc
Encl.

ALBERTA TREASURY BRANCH
Per:

____

VERHAEGHE LAW OFFICE

Barristers & Solicitors

Est. 1956

Richard A. Verhaeghe B.A., LL.B.*
Timothy A. Verhaeghe B.Sc., LL.B.*
Joanne M. Heudes, B.A., LL.B.
Brent D. Boisvert, J.D., LL.B.
Francis Akinnuoye, B.A., LL.B., LL.M.* **
* Denotes Professional Corporation
** Denotes Resident Edmonton Lawyer

www.freedomlaw.ca

Athabasca Central Office:
4902-48th Street
Athabasca, AB.
T9S 1B8
Tel: (780) 675-2534
Fax: (780) 675-3161

Edmonton Branch:
Suite 100, 8615-149th Street
Edmonton, AB.
Tel: 587-404-0286

Our File No: 14-01-185
Your File No:

Lawyer: Richard A. Verhaeghe
Richard@Athabascalaw.com

Assistant: **Melonia Edwards**

July 15, 2014

VIA COURIER

Dentons LLP
#2900,, 10180-101 Street NW
Edmonton, AB T5J 3V5

Attention: Ryan Bosch

Dear Sir:

Re: Purchaser	:	1371047 Alberta Ltd. and Wandering River Properties Ltd.
Vendor	:	Jeffrey Hadfield & Jackie Hadfield
Civic Address	:	4;17;71;35;NE, , AB
Closing Date	:	July 28, 2014

Enclosed please find the following documents with respect to the above matter:

Transfer of Land;
Statement of Adjustments;

The aforesaid documents are forwarded to your firm in trust upon the following conditions:

That the documentation shall not be used or dealt with in any manner whatsoever unless you hold in your trust account, to the credit of this transaction and for payment to this firm, the cash to close together with any interest you anticipate may have to be paid pursuant to the following trust conditions.

That you have your client execute the following with respect to the vendor take-back mortgage:

1. Vendor Take-Bank Mortgage, in quadruplicate;
2. Assignment of Mortgage Proceeds.

That you have your client executes and deliver to you a Transfer in registerable form in favor of our clients (Transfer Back) and Tenancy Agreement.

That, on or before the closing date, you will submit to the appropriate Land Titles Office the enclosed Transfer and Vendor Take-Back mortgage to be registered in this order concurrently without intervening registration.

That you will forthwith, upon registration of the aforesaid documents, or on the closing date whichever shall last occur, pay to us unconditionally:

the entire cash to close as set out in the Statement of Adjustments, and

interest on the entire cash to close at Alberta Treasury Branch prime rate plus 3% per annum from the closing date or possession date (whichever date is earlier) until funds are received by us.

Please note that interest is calculated on the entire cash to close to the date we receive unconditional payment.

For the purposes of calculating interest, funds received after 12:00 p.m. shall be deemed to have been received on the next usual banking day.

That in the event your client wishes to take possession of the property prior to all funds being releasable to our clients, he shall do so only after we have received consent from the Vendors respecting the granting of possession and delay in receipt of funds, and that your client has completed a Tenancy at Will Agreement whereby he shall rent at a rate equal to the interest rate herein before set out and will vacate same upon 48 hours notice should the transaction not be completed pursuant to the conditions contained in this letter.

If we have not unconditionally received the cash to close within seven (7) days from the closing date, then:

You will use your best efforts to have your client vacates the premises forthwith in accordance with the Tenancy Agreement without further notice from us;

You will return the said documentation forthwith or, in the alternative;

Upon our written instructions to you, you will use your best efforts to register a Transfer Back such that title to the subject property will be restored to our clients free and clear of all encumbrances, with the exception of those which existed on the date the Offer to Purchase and Interim Agreement was executed by our clients, and any others which the Vendors may have caused to be registered subsequently, the cost of restoring title to the Vendors to be borne solely by the Purchaser;

It is a further trust condition that your clients will:

- execute an Undertaking to pay GST or Statutory Declaration re: GST (for both corporations) and return same to our office together with copies and any supporting documentation your clientintends to file with Revenue Canada and your client's GST registration number.

It is a further trust condition that you will provide our offices with the following:

1. Certified Copy of Title evidencing registration of the VTB Mortgage;
2. Fire insurance binder letter with first loss payee as Jeffrey Hadfield and Jackie Hadfield of 61 Centennial Drive, Fort McMurray, Alberta T9H 4V9;
3. 6 post-dated cheques dated September 1, 2014-February 1, 2015 in the amount of $23,500.00 made payable to Jeffrey Hadfield and Jackie Hadfield.;

Notwithstanding the extension herein granted, time and continues to be of the essence.

We have instructed our clients that:

1. Vacant possession is to be given to your client on the Date of Closing, in accordance with the Real Estate Purchase Contract;

2. All accounts for utilities supplied to the property are to be paid in full up to the Date of Closing; and

3. All attached and unattached goods as described in the Real Estate Purchase Contract are to remain on the property, free and clear of all encumbrances.

We will instruct that the keys shall be released to your client, on the agreed date of possession, once we have received the balance due on Closing.

If you wish to direct deposit the cash to close, you may use the following trust account:

Verhaeghe Law Office
Alberta Treasury Branches
Transit #7269, Account #1021419-24

And provide our offices with a deposit slip evidencing direct deposit of same. Please note that funds are not deemed to be received until such time as we have received the deposit slip faxed to our offices and we have confirmed with our bank that the funds are releaseable.

If you anticipate that these trust conditions will cause you any difficulty, we would ask that you immediately contact the writer.

Yours truly,
Verhaeghe Law Office

Richard A. Verhaeghe
RAV/me
Enc.

VERHAEGHE LAW OFFICE

Barristers & Solicitors

Est. 1956

Richard A. Verhaeghe B.A., LL.B.*
Timothy A. Verhaeghe B.Sc., LL.B.*
Joanne M. Heudes, B.A., LL.B.
Brent D. Boisvert, J.D., LL.B.
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* Denotes Professional Corporation
** Denotes Resident Edmonton Lawyer

www.freedomlaw.ca

Athabasca Central Office:
4902-48th Street
Athabasca, AB.
T9S 1B8
Tel: (780) 675-2534
Fax: (780) 675-3161

Edmonton Branch:
Suite 100, 8615-149th Street
Edmonton, AB.
Tel: 587-404-0286

Our File No: 14-01-185
Your File No:

Lawyer: Richard A. Verhaeghe
Richard@Athabascalaw.com

Assistant: **Melonia Edwards**

August 6, 2014

TO BE PICKED UP

Jeffrey Hadfield & Jackie Hadfield
61 Centennial Drive
Fort McMurray, AB
T9H 4V9

Dear Sirs / Madams:

Re: Sale to 1371047 Alberta Ltd.
4;17;71;35;NE, AB

With respect to the vendor take-back mortgage, enclosed are the following:

1. Certified Copy of Title evidencing registration of mortgage;
2. Executed Mortgage;
3. GST Declaration for 1371047 Alberta Ltd.;
4. GST Declaration for Wandering River Properties Ltd.
5. Insurance binder letter evidencing Jeff and Jackie Hadfield as 1st loss payee;
6. 6 post-dated cheques in the amount of $23,500.00 payable to Jeff and Jackie Hadfield from September 1 –February 1, 2015.

We trust that this transaction has been completed to your satisfaction. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours truly,
Verhaeghe Law Office

Richard A. Verhaeghe
RAV/me
Enclosures

VERHAEGHE LAW OFFICE

Barristers & Solicitors

Est. 1956

Richard A. Verhaeghe B.A., LL.B.*
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Edmonton Branch:
Suite 100, 8615-149th Street
Edmonton, AB.
Tel: 587-404-0286

Our File No: 14-01-185
Your File No:

Lawyer: Richard A. Verhaeghe
Richard@Athabascalaw.com

Assistant: Melonia Edwards

August 1, 2014

TO BE PICKED UP

Jeffrey Hadfield & Jackie Hadfield
61 Centennial Drive
Fort McMurray, AB
T9H 4V9

Dear Sirs / Madams:

Re: Sale to 1371047 Alberta Ltd.
4;17;71;35;NE, AB

We are pleased to report that the sale of 4;17;71;35;NE, AB has been completed in accordance with your instructions and in accordance with the terms of the Agreement of Purchase and Sale.

ADJUSTMENTS

The adjustments were made as of July 28, 2014. The enclosed statement of adjustments set out the balance due on closing of $ 59,911.30.

The following items were adjusted:

MORTGAGE GIVEN BACK

The Purchaser gave back a mortgage on closing. The principal amount was credited to the Purchaser in the Statement of Adjustments. The particulars of this mortgage are as follows;

Principal Amount	1,000,000.00
Interest Rate	Variable Rate
Payable	23,500.00

We confirm that all mortgage documentation will be provided under separate cover once received from the purchaser's solicitor

PROPERTY TAXES

At the time of closing, the final tax bill had been issued showing the total amount of this year's property taxes for the property to be $ 154.91.

Your portion thereof calculated on a per diem basis:	$ 88.70
You had paid:	$ 0.00
Credit given to Purchaser:	$ 88.70

It is the Purchaser's responsibility to pay all future taxes.

STATEMENT OF ACCOUNT

We enclose our Statement of Account, together with a Statement of Receipts and Disbursements which set out the manner in which funds were received and disbursed on your behalf.

The latter statement reflects a balance owing to you in the amount of $ 56,959.56. We enclose a cheque payable to your order in this amount.

ENCLOSURES

We have enclosed the following documents which should be kept in safe-keeping:

- Statement of Adjustments;
- Copy of letter from Dentons LLP evidencing payment of cash to close and confirmation of mortgage documentation registered;
- Copy of letter from TD Canada Trust re: Rural Electical Loan;
  Copy of our letter to TD Canada Trust paying out the same;
- Statement of Account;
- Statement of Receipts and Disbursements;
- Our trust cheque in the amount of $ 56,959.56;

We will be further providing you with the following:

1. Executed Vendor Take-Back Mortgage;
2. Certified Copy of Title evidencing registration;
3. Fire insurance binder letter;
4. 6 post-dated cheques for payments under mortgage

We trust that this transaction has been completed to your satisfaction. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours truly,
Verhaeghe Law Office

Richard A. Verhaeghe
RAV/me
Enclosures

EXHIBIT D

This is Exhibit " D " referred to in the Affidavit of

Jeff Hadfield

Sworn before me this 3 day

of October A.D., 20 18

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

TRANSFER OF LAND

We, JEFFREY HADFIELD AND JACKIE HADFIELD of 61 Centennial Drive , Fort McMurray, AB T9H 4V9 as joint tenants being registered owners of an estate in FEE SIMPLE, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten in all that certain tract of land situate in the Province of Alberta, and being:

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

do hereby in consideration of the sum of ONE MILLION SIXTY THOUSAND DOLLARS ($1,060,000.00) paid to us by:

1371047 ALBERTA LTD. OF 2900, 10180-101 STREET, EDMONTON, ALBERTA T5J 3V5 AND WANDERING RIVER PROPERTIES LTD. OF 2900, 10180-101 STREET, EDMONTON, ALBERTA T5J 3V5, AS TENANTS IN COMMON, EACH AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST

hereinafter called the "Transferee", the receipt of which sum we hereby acknowledge, transfer to the said Transferee all our estate and interest in the said piece of land.

IN WITNESS WHEREOF we have hereunto subscribed our names, at the Town of Athabasca, in the Province of Alberta, on the 15 day of July, 2014.

Witness - Richard A. Verhaeghe

JEFFREY HADFIELD

JACKIE HADFIELD

Dated at the Town of Athabasca, in the Province of Alberta, on the __________ day of July, 2014

Jeffrey Hadfield & Jackie Hadfield
To
1371047 Alberta Ltd. and Wandering River Properties Ltd.

TRANSFER OF LAND

Verhaeghe Law Office
Barristers & Solicitors
4902 - 48 Street
Athabasca, AB T9S 1B8

File No.: 14-01-185

AFFIDAVIT OF EXECUTION

CANADA PROVINCE OF ALBERTA TO WIT:	I, Richard A. Verhaeghe, of the Town of Athabasca, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY THAT:

1. I was personally present and did see JEFFREY HADFIELD AND JACKIE HADFIELD named in the within Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at the Town of Athabasca, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said JEFFREY HADFIELD AND JACKIE HADFIELD and they are in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the Town of Athabasca, in the Province of Alberta, on the 15 day of July, 2014

~~A Notary in and for the~~

Cindy Lou Hanson
Commissioner for Oaths
Commission expires Oct. 11, 20 15

Richard A. Verhaeghe

<u>**VENDORS' CERTIFICATE**</u>

Re: **4;17;71;35;NE**

The undersigned Vendors certify that:

1. We are residents of Canada for all purposes arising under The Income Tax Act (Canada) including but not limited to, Section 116(5) thereof;

2. The lands are a Residential Complex as defined in The Excise Tax Act of Canada and have been occupied by us as our residence;

3. We have not conducted such renovations to the residential complex as to comprise a Substantial Renovation as defined in The Excise Tax Act of Canada.

ACKNOWLEDGED BY:

J. C. Hadfield

JEFFREY HADFIELD

J. Hadfield

JACKIE HADFIELD

STATEMENT OF ADJUSTMENTS

Vendors:	Jeffrey Hadfield & Jackie Hadfield
Purchaser:	1371047 Alberta Ltd. and Wandering River Properties Ltd.
Municipal Address:	4;17;71;35;NE, , AB
Legal Description:	4;17;71;35;NE
Adjusted as of:	July 28, 2014
Today's Date:	July 10, 2014
Number of days:	209
Our File #:	14-01-185

		CREDIT TO PURCHASER	CREDIT TO VENDOR
SALE PRICE			$ ~~1,060,000.00~~ 1,400,00
GST		1,340,000.00	~~$ 53,000.00~~ $70,000.00
Total Vendor Take Back Mortgage		$ ~~1,000,000.00~~	
PROPERTY TAX			
2014 Realty Taxes:	$ 154.91		
Tax Amount:	$ 154.91		
Vendor's Portion:	$ 88.70		
Vendor Has Paid:	$ 0.00		
Property Tax Adjustment:		$ 88.70	
Adjust @ 209 day of Year 2014			
OTHER PURCHASER ADJUSTMENTS		$70,000.00	
#1: CREDIT FOR GST - Registrant		~~$ 53,000.00~~	
CASH TO CLOSE			
as per direction of Verhaeghe Law Office		$ 59,911.30	
E & O. E.		~~$ 1,113,000.00~~ $1,453,000.00	~~$ 1,113,000.00~~ $1,453,000.00

This Statement has been prepared based upon information provided to us and believed to be correct. However, its accuracy is not guaranteed. Any adjustments not contained in this statement are to be made directly between the Vendors and the Purchaser.

When the Purchaser receives a tax credit, the Purchaser will then be responsible for payment of the full amount of the taxes for the current year and is advised to check with the municipal taxing authority to ensure that a tax notice or copy is received.

Unless otherwise expressly provided in writing, the parties to the transaction shall adjust utilities, accounts and like services themselves. The parties shall arrange for their own insurance or assignment of existing policy.

DIRECTION TO PAY SALE PROCEEDS

TO: Verhaeghe Law Office

4902 - 48 Street
Athabasca, AB
T9S 1B8

Re: Jeffrey Hadfield & Jackie Hadfield sale to 1371047 Alberta Ltd. and Wandering River Properties Ltd.

We hereby authorize and direct Verhaeghe Law Office, Barristers & Solicitors, to disburse the full proceeds of the sale of the referenced property as follows:

- In payment of an amount, if any, of all taxes due and owing respecting the referenced property.
- In payment of all legal fees, G.S.T. and disbursements of Verhaeghe Law Office, Barristers & Solicitors, in the estimated amount of $ 2,112.75 for acting on your behalf in the referenced sale;

The balance of sale proceeds, if any, to be paid by cheque at our risk, to JEFFREY HADFIELD AND JACKIE HADFIELD.

THIS ORDER FOR DISBURSEMENT IS IRREVOCABLE

FOR SO DOING, THIS SHALL BE YOUR SUFFICIENT WARRANT AND AUTHORITY.
DATED at the Town of Athabasca, in the Province of Alberta, on the 15 day of July, 2014.

Witness - Richard A. Verhaeghe

JEFFREY HADFIELD

J. Hadfield.

JACKIE HADFIELD

PURCHASER'S GST DECLARATION AND UNDERTAKING

RE: 1371047 Alberta Ltd. and Wandering River Properties Ltd. (the "Purchasers") purchase from Jeffrey Hadfield and Jackie Hadfield (the "Vendors") of the lands legally described as:

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(the "Lands")

IN CONSIDERATION of the transfer of title of the aforesaid Lands to the Purchasers:

1. 1371047 Alberta Ltd. hereby represents and warrants to the Vendors that:

   (a) 1371047 Alberta Ltd. is a GST registrant for the purposes of the *Excise Tax Act* (Canada);

   (b) 1371047 Alberta Ltd.'s GST registration number is 81702 0753 and such registration is and will be valid and subsisting at the closing date.

2. 1371047 Alberta Ltd. acknowledges and agrees that GST is payable as a result of the purchase of the Lands and that if it does not pay the GST payable on the sale of the Lands to the Vendors, that 1371047 Alberta Ltd. is required to remit the GST payable directly to the Canada Revenue Agency ("**CRA**").

3. 1371047 Alberta Ltd. hereby undertakes to remit directly to the CRA all GST payable in respect of its purchase of the Lands, thereby relieving the Vendors of its responsibility to collect and remit the GST payable by 1371047 Alberta Ltd. as a result of the purchase of the Lands.

4. 1371047 Alberta Ltd. covenants and agrees that it shall be liable to the Vendors for, and shall indemnify and save harmless the Vendors of and from, all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever including, without limitation, any interest, penalties and costs including, without limitation, legal fees and disbursements as between a solicitor and his own client on a full indemnity basis, which may be brought or made against the Vendors or which the Vendors may sustain, pay or incur as a result of or in connection with 1371047 Alberta Ltd.'s failure to maintain its registration for the purposes of reporting the GST to the CRA, 1371047 Alberta Ltd.'s failure to remit the GST to the CRA payable in respect of the purchase of the Lands and/or as a result of 1371047 Alberta Ltd. breaching any of the representations, warranties, and undertakings set forth herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DATED and executed by 1371047 Alberta Ltd. as of the 18 day of July, 2014.

1371047 ALBERTA LTD.

Per:

PURCHASER'S GST DECLARATION AND UNDERTAKING

RE: 1371047 Alberta Ltd. and Wandering River Properties Ltd. (the "Purchasers") purchase from Jeffrey Hadfield and Jackie Hadfield (the "Vendors") of the lands legally described as:

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(the "Lands")

IN CONSIDERATION of the transfer of title of the aforesaid Lands to the Purchasers:

1. Wandering River Properties Ltd. hereby represents and warrants to the Vendors that:

   (a) Wandering River Properties Ltd. is a GST registrant for the purposes of the *Excise Tax Act* (Canada);

2. Wandering River Properties Ltd.'s GST registration number is **80104 1849 RT0001** and such registration is and will be valid and subsisting at the closing date.

3. Wandering River Properties Ltd.acknowledges and agrees that GST is payable as a result of the purchase of the Lands and that if it does not pay the GST payable on the sale of the Lands to the Vendors, that Wandering River Properties Ltd.is required to remit the GST payable directly to the Canada Revenue Agency ("**CRA**").

4. Wandering River Properties Ltd.hereby undertakes to remit directly to the CRA all GST payable in respect of its purchase of the Lands, thereby relieving the Vendors of its responsibility to collect and remit the GST payable by Wandering River Properties Ltd. as a result of the purchase of the Lands.

5. Wandering River Properties Ltd. covenants and agrees that it shall be liable to the Vendors for, and shall indemnify and save harmless the Vendors of and from, all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever including, without limitation, any interest, penalties and costs including, without limitation, legal fees and disbursements as between a solicitor and his own client on a full indemnity basis, which may be brought or made against the Vendors or which the Vendors may sustain, pay or incur as a result of or in connection with Wandering River Properties Ltd.'s failure to maintain its registration for the purposes of reporting the GST to the CRA, Wandering River Properties Ltd.'s failure to remit the GST to the CRA payable in respect of the purchase of the Lands and/or as a result of Wandering River Properties Ltd. breaching any of the representations, warranties, and undertakings set forth herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DATED and executed by Wandering River Properties Ltd. as of the 9th day of July, 2014.

WANDERING RIVER PROPERTIES LTD.

Per: ______________________________

9451271_1|NATDOCS

Canada Revenue Agency | Agence du revenu du Canada

Canada

GST/HST Registry Search Result

GST/HST Number	817020753
Business Name	1371047 Alberta Ltd
Transaction Date	2014-08-01
Result	Registered on the transaction date entered

Our records show this GST/HST number was registered on the transaction date entered.

Please print this screen for your records.

Date Modified: 2012-10-20

Canada Revenue Agency Agence du revenu du Canada

Canada

GST/HST Registry Search Result

GST/HST Number	801041849
Business Name	Wandering River Properties Ltd
Transaction Date	2014-08-01
Result	Registered on the transaction date entered

Our records show this GST/HST number was registered on the transaction date entered.

Please print this screen for your records.

Date Modified: 2012-10-20

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Jeffrey Hadfield and Jackie Hadfield 4 Berry Crescent Fort McMurray, Alberta T9H 1J9	1371047 Alberta Ltd 14238-134 Avenue Edmonton, Alberta T5L 5V8

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

RE: Bare Land at NE-1/4-35-71-17-W4th
65.2 Hectares
Loss Payable to: Jeffrey Hadfield and Jackie Hadfield

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policies period indicated notwithstanding any requirement, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ Claims Made OR ☒ Occurrence ☒ Products and/or completed operations ☒ Employer's Liability ☒ Cross Liability ☐ Tenants Legal Liability ☐ Pollution Liability Extension	Continental Casualty Company (CNA) MRP2975713	2014/ 7/21	2015/ 3/ 3	Commercial General Liability Bodily Injury and Property Damage Liability - General Aggregate	2,500	5,000,000
				- Each Occurrence		2,000,000
				Products and Completed Operations Aggregate		2,000,000
				☐ Personal Injury Liability ☒ Personal and Advertising Injury Liability		2,000,000
				Medical Payments		
				Tenants Legal Liability		500,000
				Pollution Liability Extension		
☒ Non-Owned Automobiles ☐ Hired Automobiles	Continental Casualty MPR2975713	2014/ 7/21	2015/ 3/ 3	Non-Owned Automobile		2,000,000
AUTOMOBILE LIABILITY ☐ Described Automobiles ☐ All Owned Automobiles ☐ Leased Automobiles ** ☐ ☐ ** All Automobiles leased in excess of 30 days where the insured is required to provide insurance				Bodily Injury and Property Damage Combined		
				Bodily Injury (Per Person)		
				Bodily Injury (Per Accident)		
				Property Damage		
EXCESS LIABILITY ☒ Umbrella Form ☐	Contintenal Casualty Company (CNA) MPR2975713	2014 / 7/21	2015/ 3/ 3	Each Occurrence		8,000,000
				Aggregate		
OTHER LIABILITY (SPECIFY) ☐ ☐ ☐ ☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
Greenan Insurance Ltd. 1203, 10104-103 Avenue Edmonton, Alberta T5J 0H8 BROKER CLIENT ID: CANAD4	

8. CERTIFICATE AUTHORIZATION

Issuer	Greenan Insurance Ltd.	Contact Number(s) Type	No ( ) -	Type	No ( ) -
Authorized Representative	LORRAINE SEGIN	Type Phone	No (780) 424-0045	Type Fax	No (780) 426-4293
Signature of Authorized Representative	X L. Segin	Date 2014 | 7 | 22	EMail Address		

CSIO C0910ECL - CERTIFICATE OF LIABILITY INSURANCE - 2010/09

Alberta Agriculture and Rural Development

Rural Utilities Branch
Room 202, JG O'Donoghue Building
7000 – 113 Street
Edmonton, Alberta T6H 5T6
Canada
Telephone: 780-427-0125
Fax: 780-422-1613
www.agriculture.alberta.ca

RECEIVED
AUG 1 1 2014

August 6, 2014

Attention: Richard A Verhaeghe
(Jeffrey Hadfield)
c/o Verhaeghe Law Office
Athabasca Central Office
4902 – 48 Street
Athabasca, AB T9S 1B8

Re: NE 35-71-17-4
Account No. 34311

The construction loan account for the electrical service has been paid in full and the documents have been forwarded to Land Titles to have lien number 972 285 099 discharged from the property.

Enclosed are the original documents no longer required by the department.

Marie Matras

Marie Matras
Rural Utilities Branch

Enclosure

VERHAEGHE LAW OFFICE

Barristers & Solicitors

Est. 1956

Richard A. Verhaeghe B.A., LL.B.*
Timothy A. Verhaeghe B.Sc., LL.B.*
Joanne M. Heudes, B.A., LL.B.
Brent D. Boisvert, J.D., LL.B.
Francis Akinnuoye, B.A., LL.B., LL.M.* **

* Denotes Professional Corporation
** Denotes Resident Edmonton Lawyer

www.freedomlaw.ca

Athabasca Central Office:
4902-48th Street
Athabasca, AB.
T9S 1B8
Tel: (780) 675-2534
Fax: (780) 675-3161

Edmonton Branch:
Suite 100, 8615-149th Street
Edmonton, AB.
Tel: 587-404-0286

Our File No: 14-01-185
Your File No:

Lawyer: Richard A. Verhaeghe
Richard@Athabascalaw.com

Assistant: Melonia Edwards

July 22, 2014

SENT BY FACSIMLE 780-423-7276

Dentons LLP
#2900,, 10180-101 Street NW
Edmonton, AB T5J 3V5

Attention: Ryan Bosch

Dear Sir:

Re: Jeffrey Hadfield & Jackie Hadfield sale to 1371047 Alberta Ltd.
and Wandering River Properties Ltd.
4;17;71;35;NE, , AB

Further to the above noted matter, we hereby undertake to payout the Rural Electrification Loan to TD Canada Trust and request a Discharge.

Yours truly,
Verhaeghe Law Office

Richard A. Verhaeghe
RAV/me

Alberta
TRANSPORTATION
AND UTILITIES

3rd Floor, Twin Atria Building
4999-98 Avenue, Edmonton, Alberta
T6B 2X3

Phone: 403/427-8444
Fax: 403/422-1613

PAID IN FULL

RECEIVED
APR 23 1997
RURAL ELECTRIC SERVICES

DIRECT FUNDING APPLICATION

Applicant Name: JEFF HADFIELD

Address: 61 CENTENIAL DRIVE

Town: FORT McMURRAY Province: AB. Postal Code: T9H 1J2

Phone: Res. 743-8407 Bus. ______ Fax ______

Land Description: NE-35-71-17-W4

Service Type: ✓ 1Ø ___ 3Ø Construction ✓ O/H ___ U/G ___ Both

Capacity: 7.5 KVA Service Length: 97 metres Irrigation Service: ___ Yes ✓ No

Area BREYNAT Power Co. TAU W/O# 11505-66078

90004958

TO BE COMPLETED BY POWER COMPANY ONLY (PLEASE PRINT)

Application Form Completed by VINCE GOODWIN *Phone* 689-6408

Service Point or District 85 ATHABASCA *Fax* 403 675 9293

NOTE: ATTACHMENTS REQUIRED FOR A COMPLETED APPLICATION FORM
- *Detailed sketch showing proposed line route;*
- *Area map - showing existing lines. (Plot new service on this map);*
- *Copy of estimated cost.*

OK. 97-05-09

1. Grant Calculation:

Basic Cost	$4613.00
Less: Grant Threshold	4,500.00
x 0.50 (Grant)	57.00

2. Cash Requirements 613.00

Includes Down Payment, Costs not Eligible for Financing, and G.S.T.

3. Funding Calculation:

Basic Cost	$4613.00
Less: Grant	57.00
Add: Extra Costs	0
Total	4556.00
Less: Company Investment	<3000.00>
Down Payment	<500.00>
Loan	1056.00

134311

The Applicant agrees that the Director shall advance the funds to the Power Company.

Signature of Applicant: J.C. Hadfield Date: Apr. 11/97

LOAN AGREEMENT

PAID IN FU

The Director of Rural Electrification Associations agrees to advance to the Borrower on Sept 1/97 a loan for 1056.00. The Borrower shall be entitled to repay the loan in full at any time without penalty and the interest payable shall be calculated accordingly.

This Agreement is subject to the provisions of the Rural Electrification Loan Act and Rural Electrification Long Term Financing Act and to the regulations in force from time to time under the Acts.

TERM	10 YEARS	~~25 YEARS~~
Repayment Terms	Annually	~~Monthly~~
*Interest Rate		
Number of Instalments	10	~~300~~
Instalment Amount	105.60 Per year plus accrued interest	~~Per month~~
First Instalment Due	One year after advance	~~One month after advance~~

Witness

X

Witness

V. Lavorato

Witness

Borrower

X

Borrower

Director of Rural Electrification Associations

*Interest rate is the effective bank prime interest rate of C.I.B.C. in effect when application is approved.

The Applicant authorizes and consents to the exchange of credit information with any creditor, credit grantor, credit reporting agency or any other person with whom I have had, now have, or propose to have business and financial dealings.

X

Borrower

S.I.N. Number

Date of Birth

DIRECTION AND AUTHORIZATION

The lien note in prescribed form is hereby pre-signed and the Director of Rural Electrification Associations is hereby authorized to complete this lien note and to deal with it at some future time in the same manner and with the same liability and responsibility to me (us) as if it was completed and delivered by me (us) on such future date.

Witness

X

Borrower

Witness

Borrower

PAID IN FULL **10 YEAR LIEN NOTE**

This lien note must be signed by all registered owners in the same way that the name appears on the Certificate of Land Title. If the Applicant is not the registered owner, all registered owners must sign the lien note.

I, Jeffrey + Jackie Hadfield of 61 Centennial Drive Ft. McMurray T9H 1J2,

in the Province of Alberta, farmer, hereby promise to pay to the Crown in right of Alberta the sum of $ 1056.00 (hereinafter referred to as "the principal"), with interest thereon (or so much as shall from time to time remain unpaid) at the rate of 4.75% per annum. Interest on the principal shall be computed from Sept 1, 1997 The principal shall be repaid within 10 years by 10 annual instalments of $105.60 together with the accrued interest on the unpaid principal. The first instalment of principal and accrued interest is due one year after the principal is advanced, with subsequent instalments due on the anniversary date thereafter, until the required number of payments have been made.

LEGAL DESCRIPTION: NE ¼ Section 35, Township 71, Range 17, W 4 M.

Dated at ______ in the Province of Alberta, on the ___ day of ______, 19__.

Executed in the presence of:

L M Ziesel

Witness

X J.C. Hadfield

Signature of Applicant

X J. Hadfield

Signature of Registered Owner(s)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Linda Ziesel (Name in Full),
of Ft. McMurray (Residence)
in the Province of Alberta, Canada,
Accountant (Occupation), make oath and say:

1. I was personally present and did see Jeffrey C. Hadfield + Jackie Hadfield (Name(s)) named in the attached lien note, (is / are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at City of Ft. McMurray in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said Jeffrey C. Hadfield + Jackie Hadfield (Names) and (he / she / each) is in my belief of the full age of eighteen years.

Sworn before me at City of Ft. McMurray
in the Province of Alberta, this 11
day of April, A.D. 1997.

G.E. Rozak

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

L M Ziesel

(Witness sign here)

Nota Bene - All affidavits sworn outside the Province must be sworn before a Notary Public who must affix his seal.

GERALD ROZAK
COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
EXPIRY DATE OCTOBER 20 1998.

ME

FAXED July 10

PHONE: (780) 675-2273
FAX: (780) 675-5512
www.athabascacounty.com

ATHABASCA COUNTY

3602 - 48 Avenue
ATHABASCA, ALBERTA
T9S 1M8

4682

TAX CERTIFICATE

Owner	Hadfield, Jeffrey & Jackie
Roll Number	371351000
Qtr Sec Twp Rge Mer	NE -35 -71 -17 -4
Lot Block Plan	
Certificate of Title#	962218486
Acres	158.95
Linc #	0013993259

I hereby certify that the following is a true statement of the taxes payable on the above described property in Athabasca County

Last Levy Year	2014
Last Current Levy	$154.91
Last Local Improvement Levy	$0.00
Current Balance	$154.91
Arrears Balance	$0.00
Taxes Outstanding	**$154.91**
Utilities Outstanding	$0.00
Balance Outstanding	**$154.91**

For an abstract of any non-tax encumbrances other than taxes, apply to the Registrar, Land Titles Office, Edmonton, Alberta

File: 14-01-185

(Seal)

Brian Pysyk, Director of Corporate Services

Verhaeghe Law Office
4902 - 48 Street
Athabasca, AB, T9S 1B8
Canada

Dated On: 7/10/2014
Dated At: Athabasca, AB

PHONE: (780) 675-2273
FAX: (780) 675-5512
www.athabascacounty.com

ATHABASCA COUNTY

FAXED July 10

3602 - 48 Avenue
ATHABASCA, ALBERTA
T9S 1M8

4682

TAX CERTIFICATE

Owner	Hadfield, Jeffrey & Jackie
Roll Number	371351000
Qtr Sec Twp Rge Mer	NE -35 -71 -17 -4
Lot Block Plan	
Certificate of Title#	962218486
Acres	158.95
Linc #	0013993259

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Balance Outstanding	**$154.91**

For an abstract of any non-tax encumbrances other than taxes, apply to the Registrar, Land Titles Office, Edmonton, Alberta

File: 14-01-185

(Seal)

Brian Pysyk, Director of Corporate Services

Verhaeghe Law Office
4902 - 48 Street
Athabasca, AB, T9S 1B8
Canada

Dated On: 7/10/2014
Dated At: Athabasca, AB

EXHIBIT E

This is Exhibit "E" referred to in the Affidavit of

Jeff Hadfield

Sworn before me this 3 day

of October A.D., 2018

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

142247881

ORDER NUMBER: 36004289

THE LAND TITLES ACT

VENDOR TAKE BACK MORTGAGE

WHEREAS:

1371047 ALBERTA LTD. and WANDERING RIVER PROPERTIES LTD., bodies corporate having an office at Edmonton, Alberta, (the "Mortgagor") has agreed to purchase from JEFFREY HADFIELD AND JACKIE HADFIELD. (the "Mortgagee"), who and whose successors are herein called the Mortgagee, the Mortgaged Premises (as hereinafter defined) and as security for payment of a portion of the purchase price and interest thereon has agreed to grant the within Mortgage to the Mortgagee;

The Mortgagor is or is entitled to become registered as owner of an estate in fee simple with respect to the lands described in Schedule "A" hereto (the lands so described in Schedule "A", together with all buildings and improvements now or hereafter erected thereon being hereinafter referred to as "the said land" or "the Mortgaged Premises");

IN CONSIDERATION of the Mortgagee agreeing to sell the Mortgaged Premises to the Mortgagor and agreeing to accept this Mortgage as security for payment by the Mortgagor of the unpaid portion of the purchase price, namely the sum of $1,340,000.00 (hereinafter sometimes referred to as the "loan" or the "principal sum") the receipt and sufficiency of which consideration is hereby acknowledged by the Mortgagor;

THE MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS:

Principal and Interest:

1. That the Mortgagor shall pay to the Mortgagee which sums the Mortgagee hereby irrevocably directs to be paid to the Mortgagee, at 4 Berry Crescent, Fort McMurray, Alberta, T9H 1J9 in lawful money of Canada, the principal sum lent to the Mortgagor as aforesaid with interest thereon at the rate of **zero percent (0.00%) per annum calculated and compounded annually, not in advance** as well as after as before maturity both before and after default and after judgment until paid as follows:

1.1 The principal sum together with interest on the aforesaid rate shall become due and be paid in equally monthly installments of $23,500.00, with the first payment payable on the first day of the month following the Closing Date under the Offer to Purchase between the Mortgagor as purchaser and the Mortgagee as vendor and continuing until paid in full.

1.2 Provided the Mortgagor is not otherwise in default of the terms of this Mortgage, the Mortgagor shall have the right and privilege to prepay the whole amount of principal advanced hereunder without notice, bonus or penalty and interest shall be calculated to the date of such payment.

Taxes:

2. That save as hereinafter described, the Mortgagor will pay when and as the same fall due, all taxes, rates, liens, charges, encumbrances or claims (hereinafter sometimes referred to as "taxes") which are or may be or become charges or claims against the Mortgaged Premises, on or in respect of this Mortgage.

Should the Mortgagor default in its obligation in this paragraph 2, the Mortgagee shall have the right itself to pay the taxes and the amount so paid, as aforesaid, by the Mortgagee shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, and shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded repayable on the next ensuing installment date (whether principal or interest).

Interest Calculation:

3. That the Mortgagor shall pay to the Mortgagee interest as aforesaid and all interest on becoming overdue shall be forthwith treated, as to payment of interest thereon, as principal and shall bear interest thereon at the rate then in effect, as well after as before maturity of this Mortgage and all such interest shall be a charge on the Mortgaged Premises; and in the event of non-payment of any of the monies hereby secured at the time herein set for payment thereof the Mortgagor will, so long as any part thereof remains unpaid, pay interest at the said rate from day to day on the same.

Insurance:

4. The Mortgagor shall forthwith place or cause to be placed, and thereafter maintain or cause to be maintained in full force and effect continuous (without interruption) during the continuance of this security, policies of insurance and insurance coverage as follows:

4.1 for public liability with limits not less than $2,000,000.00 per occurrence;

4.2 if and upon construction of any commercial building upon the Mortgaged Premises or if buildings or residences are located on the property and occupied by tenants:

4.2.1 against loss or damage by fire and extended perils and any other insurable perils that may be deemed necessary by the Mortgagee, the Mortgaged Premises in the sum of not less than their full insurable value of lawful money of Canada, and in any event, in an amount equal to not less than the full replacement cost of the Mortgaged Premises;

4.2.2 where applicable, against loss or damage due to perils covered by broad form boiler and pressure vessel insurance policies;

4.2.3 where applicable rental income insurance as the Mortgagee may require.

The loss for such policies shall be made payable to the Mortgagee as first loss payee, with the Mortgagee's mortgage clause affixed to each policy by the insurer. The Mortgagor shall pay all premiums and sums of money necessary for such purpose as the same shall become due, and shall forthwith assign and deliver to the Mortgagee the policy or policies of insurance and all renewal receipts and renewals thereto appertaining and will deliver evidence of renewal to the Mortgagee at least fifteen (15) days prior to the expiration of any policy. In the event of any breach of the foregoing covenants respecting insurance the Mortgagee may, at its option, effect such insurance on behalf of the Mortgagor, and if for any reason the Mortgagee is unable to effect or maintain such insurance the whole of the monies hereby secured remaining unpaid shall forthwith become due and payable. Forthwith on the happening of any loss or damage as aforesaid the Mortgagor, at the expense of the Mortgagor, will furnish all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and any such insurance monies received by the Mortgagee may, at the option of the Mortgagee, be applied in repairing or rebuilding any building of which the Mortgaged Premises may form a part, or be applied to the payment of the monies hereby secured (whether or not any amount is then due) in such manner as the Mortgagee may determine or be paid to the Mortgagor or any person appearing by the registered title to be the owner of the said lands or partly in one way and partly in another.

Improvements and Fixtures:

5. The Mortgagor shall not commit any act of waste thereon, and shall at all times during the continuance of this security the same repair, maintain, restore, mend, keep, make good, finish, add to and put in order. Provided however that the preparation of the Mortgaged Premises for future subdivision for urban purposes shall not be deemed to be an act of waste. In the event of any loss or damage thereto or destruction of any new buildings placed upon the Mortgaged Premises the Mortgagee may give notice to the Mortgagor to repair, rebuild or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice. If the Mortgagor fails to so repair, rebuild or reinstate within such time,

such failure shall constitute a breach of covenant hereunder and thereupon the Mortgage monies shall, at the option of the Mortgagee, become immediately due and payable without demand by the Mortgagee upon the Mortgagor. The Mortgagee may repair, rebuild or reinstate the Mortgaged Premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account, all notwithstanding any law, equity or statute to the contrary, and in particular, *The Insurance Act* of Alberta and *The Fire Prevention (Metropolis) Act*, 1774 (14 Geo.3 c.78), all rights and benefits of the Mortgagor thereunder being hereby expressly waived. This provision shall be in addition to any statutory covenants implied in this Mortgage.

<u>Land Titles Act Covenants:</u>

6. That the Mortgagor further covenants and agrees with the Mortgagee that:

6.1 the Mortgagor has good title to the said lands free from all encumbrances (save as endorsed hereon);

6.2 the Mortgagor has the right to Mortgage the lands;

6.3 on default the Mortgagee shall have quiet possession of the lands free from all encumbrances (save as endorsed hereon);

6.4 the Mortgagor shall execute such further assurances of the lands as may be requisite; and

6.5 the Mortgagor has done no act to encumber the lands (save as endorsed hereon).

<u>Default:</u>

7. That in the event of non-payment of the mortgage monies or any part thereof at the time of falling due of same under the terms of this Mortgage, or in the event of non-payment of interest or of any further amounts as provided for in this Mortgage, or in the event of default being made in any of the covenants, agreements, provisos or stipulations otherwise expressed or implied herein, or in the event of default being made in any of the covenants, agreements, provisos or stipulations expressed in any mortgage to which this Mortgage is subject, or if the Mortgagor shall become bankrupt or insolvent or shall be subject to the provisions of the *Bankruptcy Act* of Canada, the *Companies' Creditors' Arrangement Act* of Canada, the *Winding-Up Act* of Canada or any other Act for the benefit of creditors or go into liquidation either voluntarily or under an order of a court of competent jurisdiction, or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency, or upon the registration of any builders' lien against the Mortgaged Premises, which lien remains undischarged for a period of twenty-one (21) days after notice of the registration thereof is given to the Mortgagor:

7.1 the Mortgagee at its option may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

7.2 the Mortgagee may send or employ an inspector to inspect and report upon the value, state and condition of the Mortgaged Premises and a solicitor to examine and report upon the title to the same;

7.3 the Mortgagee may enter into possession of the Mortgaged Premises and whether in or out of possession collect the rents and profits therefrom, and make any demise or lease of the Mortgaged Premises or any part thereof for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised before or after and subject to any such demise or lease;

7.4 the Mortgagee at such time or times as it may deem necessary and without the concurrence of any other person through its servants, agents or contractors may enter upon the Mortgaged Premises and may make such arrangements for repairing or putting in order the Mortgaged Premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the Mortgaged Premises as it may deem expedient, all costs, charges, and expenses incurred by the Mortgagee in so doing, including allowances for the time and service of any agent of the Mortgagee or other person appointed for the above purposes or in connection therewith shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded, then repayable without demand on the next ensuing installment (whether for interest or principal);

7.5 the Mortgagee shall have full power, right and license to enter, seize and distrain upon the Mortgaged Premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the Mortgaged Premises as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent;

7.6 the Mortgagee may sell and dispose of the Mortgaged Premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the Mortgaged Premises; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and any notice may be effectually given by delivering such notice or transmitting such notice by telefacsimile to the Mortgagor at the address or telefax number of the Mortgagor shown herein; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the Mortgaged Premises hereunder, and the Mortgagee may sell, transfer and convey any part of the Mortgaged Premises, on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until the same shall be actually received in cash; and sales may be made from time to time of parts of the Mortgaged Premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make any stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for any loss occasioned thereby; and for any such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case of any sale held by the Mortgagee under and by virtue of the laws of the Province of Alberta under the power of sale herein contained shall prove abortive, the Mortgagee may take foreclosure proceedings in respect of the Mortgaged Premises in accordance with the provisions of the laws of the Province of Alberta in that regard; and in the event of any deficiency on account of monies secured by this Mortgage remaining due to the Mortgagee after realizing all of the Mortgaged Premises by sale or otherwise then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the rate aforesaid;

7.7 the whole of the unpaid balance of the mortgage monies, interest and all other amounts due hereunder, at the option of the Mortgagee, become due and payable.

Non-Merger:

8. That the giving and taking of this Mortgage shall in no way merge or affect any other security or securities that may have been, or that may hereafter be given in respect of any amounts secured by this Mortgage or any part thereof, or impair or affect any such security or securities or any remedy thereon, and all rights or remedies which the Mortgagee now has or may hereafter have against the Mortgagor or any other person or entity are hereby reserved, and the Mortgagor agrees that the taking of a judgment or judgments under any of the covenants or agreements herein contained or under any such security or securities or the entering into any arrangement (including the granting of time), compromise, release or

discharge or the termination of any cause, claim or right whatsoever by the Mortgagee with the Mortgagor or any other person or entity, to the exclusion of the Mortgagor or any other person or entity, whether prejudicial or beneficial to any one or more of them, shall not operate as a merger of such covenants and agreements or affect the rights or remedies of the Mortgagee under the covenants herein contained or under any other such security or securities, or of the Mortgagee's security herein by way of a charge against the Mortgaged Premises, or affect the Mortgagee's right to interest at the rate prescribed herein on any amounts owing to the Mortgagee under the covenants contained in this Mortgage, or under any other security or securities, it being understood and agreed that interest at the rate prescribed herein shall run and be included and payable on any judgment or other proceedings taken herein and that any such judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until such judgment shall have been fully paid and satisfied.

Release of Mortgaged Premises:

9. That the Mortgagee may at any time release any part of the Mortgaged Premises, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor, and without being accountable for the value thereof, or for any money except what is actually received, and without thereby releasing or affecting any other of the Mortgaged Premises or any of the other covenants or agreements herein contained or releasing any surety or other security, and no person shall have any right to require the mortgage monies to be apportioned.

Partial Discharges:

10. Notwithstanding anything to the contrary contained in paragraph 9, although the Mortgagor shall not be entitled to a complete discharge of this Mortgage until after receipt of the entire principal sum, interest thereon, and all other monies secured, the Mortgagee shall from time to time release portions of the Mortgaged Premises (each such portion being hereinafter referred to as "Release Parcel") provided that:

10.1 the Mortgagor is not in default of any covenant or undertaking to be observed or performed by the Mortgagor under this Mortgage;

10.2 the Mortgagor shall at its sole cost and expense obtain any and all consents of all governmental planning authorities or subdivision authorities necessary to permit the registration of a plan of subdivision in respect of the Release Parcel;

10.3 the Mortgagor shall have made payment in reduction of the principal sum for each Release Parcel of an amount which is that portion of the principal sum then outstanding which the area of the Release Parcel exclusive of the area of environmental reserves, bears to the area contained in the title for the lands at that date; and

10.4 the Mortgagor has paid all interest which has accrued due upon the amount of the principal payment to be made pursuant to paragraph 10.3 above from the last preceding the date of such payment to the date of such payment.

Any prepayment made by the Mortgagor pursuant to paragraph 10.3 shall be credited against the principal sum then outstanding under this Mortgage.

Costs:

11. That all solicitor's, inspector's, consultant's (including the architect's), valuator's, surveyor's and other fees and expenses for drawing and registering this Mortgage, and for examining the Mortgaged Premises and the title thereto, and for making or maintaining this Mortgage as a first charge on the Mortgaged Premises (save as endorsed hereon) or incurred as a result of default hereunder or of endeavouring to collect with or without suit any money payable hereunder, or of taking, recovering or keeping possession of money payable hereunder, or of taking, recovering or keeping possession of the Mortgaged Premises, and generally in any other proceeding, matter or thing taken or done to protect or realize the security or any other security for this mortgage loan, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Mortgaged Premises or in maintaining, repairing or restoring the Mortgaged

Premises notwithstanding that the costs thereof may exceed the principal sum secured hereunder, and in inspecting, leasing, managing or improving the Mortgaged Premises, or in maintaining, repairing or restoring the Mortgaged Premises, including the price or value of any goods of any sort or description supplied to be used on the Mortgaged Premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between a solicitor and his own client on a full indemnity basis, and also an allowance for the time, work and expenses of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded, then repayable without demand on the next ensuing installment (whether for interest or principal).

Payments by Mortgagee:

12. That in the event of the mortgage monies advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off shall be final and binding upon the Mortgagor.

Accounting for Revenues:

13. That the Mortgagee shall not be charged with any monies receivable or collectible out of the Mortgaged Premises or otherwise except those actually received, and all revenue of the Mortgaged Premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Mortgaged Premises, or in payment of taxes or other charges against the Mortgaged Premises, or applied on the mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

Preparation of Discharges:

14. That any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee and the Mortgagee shall after receipt of payment in full as expeditiously as in the circumstances is reasonably possible execute and deliver such discharge to the Mortgagor provided interest as then in effect shall continue to run and accrue until actual payment in full has been received by the Mortgagee.

Payments to Mortgagee:

15. That all payments to be made to the Mortgagee are hereby irrevocably directed to be paid to the Mortgagee at 4 Berry Crescent, Fort McMurray, Alberta, T9H 1J9. All payments under this Mortgage should be made before 2:00 o'clock p.m. (Edmonton time) on any day on which the payment is made. In the event the payment is made after 2:00 o'clock p.m. (Edmonton time) on any particular day, it is understood and agreed that the said payment will be deemed to have been made on the next business day following the date on which payment is made. All payments made by mail shall be deemed received on the day and at the time of actual delivery to the Mortgagee at the address at which the Mortgagee shall require payment to be made; provided however, that any payments made by mail and actually delivered to the Mortgagee after 2:00 o'clock p.m. (Edmonton time) on any particular day shall be deemed to have been made on the next business day following the date on which payment was actually received.

Attornment:

16. That for better securing the punctual payment of the mortgage monies the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Mortgaged Premises at an annual rental equivalent to the annual installments secured hereby, the same to be paid on each day appointed for the payment of each such installment. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor.

Waiver of Redemption:

17. That the Mortgagor does hereby waive any and all rights, benefits and privileges which may otherwise exist at law or in equity to redeem this Mortgage after any order of any court of competent jurisdiction has been granted for foreclosure or judicial sale of the Mortgaged Premises.

Waiver of Breach:

18. That the waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained or implied, shall not abrogate such covenant, proviso, condition or agreement or be a waiver of any subsequent breach of the same.

Extensions of Time:

19. That no extension of time given or alteration of the interest rate or alteration of principal repayment made by the Mortgagee to the Mortgagor or its assigns or any one claiming under him or any other dealing by the Mortgagee with the owner of the said lands shall in any way prejudice or affect the rights of the Mortgagee against the Mortgagor or any other person.

Assignment by Mortgagee:

20. That the Mortgagee, without the consent of the Mortgagor, may assign in whole or in part the debt hereunder, this Mortgage and any security collateral to this Mortgage.

Mortgagor's Representations:

21. The Mortgagor represents and warrants to the Mortgagee that:

21.1 to provide written notice to the Mortgagee immediately upon the Mortgagor becoming aware that the said land or any adjacent property is being or has been contaminated with regulated, hazardous or toxic substances. Subject to the provisions of paragraph 22.2 the Mortgagor will not cause nor permit any activities on the said land which directly or indirectly could result in the said land or any other property being contaminated with regulated, hazardous or toxic substances. For the purposes of this Mortgage, the term "regulated, hazardous or toxic substances" means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial, state or local statute, regulation or ordinance now or hereafter in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance; and

21.2 the Mortgagor shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on, or under the said land or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the said land, or incorporated in any improvements thereon. The Mortgagee may, but shall not be obliged to, enter upon the said land and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Mortgagor shall reimburse the Mortgagee on demand for the full amount of all costs and expenses incurred by the Mortgagee in connection with such compliance activities, unless such contamination was present upon the lands at the date of this Mortgage.

Additional Covenants of Mortgagor:

22. That the Mortgagor further covenants and agrees with the Mortgagee as follows:

22.1 the Mortgagor acknowledges that it has been advised by its counsel as to the meaning of Section 49 of the *Expropriation Act*, Alberta, and being fully aware that under the terms of the said Act the Mortgagee may be restricted to recovering the market value of this

Mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of Section 49 of the *Expropriation Act* and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to the provisions of the said Section 49 of the *Expropriation Act*;

22.2 in the event that the Mortgaged Premises, or any part thereof which are secured by this Mortgage, are condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects this mortgage security or any collateral security therefor, the full amount of the principal and interest and any other monies secured by this Mortgage then outstanding, shall, at the election of the Mortgagee, be deemed to become due and payable in full on the day before the said lands were expropriated and interest shall accrue thereon, at the rate then in effect, until the Mortgagee has been paid in full and the Mortgagor shall be estopped from denying otherwise;

22.3 the Mortgagor will pay or cause to be paid to the Mortgagee, upon the request of the Mortgagee and from any expropriation the whole of the proceeds thereof and if the Mortgagee elects to accelerate the term of the Mortgage pursuant to the provisions of paragraph 22.2 above, together with such additional funds as will retire the full amount of the principal and interest and any other monies then outstanding hereunder;

22.4 that the Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the expropriation of the Mortgaged Premises or any part thereof, will notify the Mortgagee of such proceedings;

22.5 any monies awarded by an order of the Land Compensation Board with respect to all or any part of the Mortgaged Premises to the extent of the full amount of the indebtedness upon this Mortgage and obligation secured hereby remaining unpaid, are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee, its successors and assigns;

22.6 the Mortgagor shall strictly comply with the terms and conditions of all agreements which the Mortgagee has entered into or assumed in relation to the Mortgaged Premises and with any and all requirements imposed upon the Mortgagor pursuant to the approval of any municipal or planning authority having jurisdiction over the subdivision or development of the Mortgaged Premises; and,

22.7 the Mortgagor acknowledges that this Mortgage is granted as part of the consideration due and owing to the Mortgagee pursuant to an offer to purchase dated July 10, 2014 as amended and extended from time to time (the "Purchase Agreement") and the terms of this Mortgage shall not merge in the completion of the sale of the Lands pursuant to the terms of the Purchase Agreement, and the Mortgagor shall have no rights of set-off or abatement howsoever arising, if at all, under the Purchase Agreement.

Extended Definition of Mortgagor:

23. That when the context makes it possible the word "Mortgagee" wherever it occurs in this Mortgage shall include the successors and assigns of the Mortgagee and where applicable the mortgage insurer, its successors and assigns, and the words "Mortgagor" shall include the heirs, executors, administrators, successors and assigns of the Mortgagor and the word "person" shall include any body corporate or politic; and the words in the singular include the plural and words importing the masculine gender include females and all covenants herein contained or implied are to be construed as both joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, provisos and agreements herein contained or implied. Reference to any statute includes any successor thereto.

Severability:

24. That if any provision of this Mortgage or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Mortgage, or the application

thereof to other circumstances shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law.

Consent and Postponement:

25. The Mortgagee, upon request of the Mortgagor, will unconditionally provide its written consent to subdivision or planning approvals sought by the Mortgagor. Further, provided that the Mortgagor is not in default hereunder, the Mortgagee forthwith, following the request of the Mortgagor, execute and deliver to the municipality such postponement of this Mortgage to any easements and utility rights of way as the municipality shall require to accommodate the installation of any roadways or utilities, on, under of through the Mortgaged Premises. No compensation shall be due to the Mortgagee for such postponements of this Mortgage to any easements or utility right of way.

Law of Property Act:

26. That the Mortgagor hereby waives the provisions of subsections (1) to (4) of Section 41 and subsections (1) to (3) of Section 42 of the *Law of Property Act*, Alberta, and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof, and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to the provisions of the said Section of the *Law of Property Act*.

Due on Sale

27. The Mortgagor acknowledges that the Mortgagee, in advancing the principal sum or any part thereof to the Mortgagor, is relying on the financial ability, in the opinion of the Mortgagee, of the Mortgagor alone to repay the same and the Mortgagor agrees that if the Mortgagor sells, conveys, transfers or assigns the said land, or agrees or purports to do so, to other than an affiliate (as defined in the *Business Corporations Act* (Alberta)) without the prior written consent of the Mortgagee, which consent the Mortgagee in its discretion may arbitrarily or unreasonably withhold, the whole of the principal sum outstanding hereunder together with interest, costs and charges thereon shall, at the option of the Mortgagee, forthwith become due and payable.

Charge:

28. That for better securing to the mortgagee repayment in the manner aforesaid of the principal sum and interest and other mortgage monies, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the lands above described.

IN WITNESS WHEREOF the Mortgagor has executed these presents, this 9th day of July, 2014.

1371047 ALBERTA LTD.

Per: ______________________

WANDERING RIVER PROPERTIES LTD.

Per: ______________________

SCHEDULE "A"

LANDS

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)

TOWNSHIP SEVENTY ONE (71)

RANGE SEVENTEEN (17)

WEST OF THE FOURTH MERIDIAN

CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 498PX

(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 8020469

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

PERMITTED ENCUMBRANCES

Instrument No.	Instrument	Particulars
532RB	Caveat re: Easement	Caveator: Suncor Energy Inc.
3122RI	Caveat re: Easement	Caveator: ATCO Gas and Pipelines Ltd.
6608UG	Caveat	Caveator: ATCO Gas and Pipelines Ltd.
752 001 834	Caveat	Caveator: Suncor Energy Inc.
762 018 674	Utility Right of Way	Grantee: ICG Utilities (Plains-Western) Ltd.
832 210 206	Caveat re: See Caveat	Caveator: ICG Utilities (Plains-Western) Ltd.

142247881

142247881 REGISTERED 2014 08 01
MORT - MORTGAGE
DOC 2 OF 2 DRR#: B0FBA0D ADR/LKNAPP
LINC/S: 0013993259

EXHIBIT F

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

Jeff Hadfield

Sworn before me this 3 day

of October A.D., 20 18

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0013 993 259	4;17;71;35;NE	142 247 880

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES) MORE OR LESS,
AS SHOWN ON ROAD PLAN 8020469
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: ATHABASCA COUNTY

REFERENCE NUMBER: 962 218 486

REGISTERED OWNER(S)

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 247 880	01/08/2014	TRANSFER OF LAND	$1,400,000	$1,400,000

OWNERS

1371047 ALBERTA LTD.
OF 2900 10180 101 STREET
EDMONTON
ALBERTA T5J 3V5
AS TO AN UNDIVIDED 1/2 INTEREST

WANDERING RIVER PROPERTIES LTD.
OF 2900 10180 101 STREET
EDMONTON
ALBERTA T5J 3V5
AS TO AN UNDIVIDED 1/2 INTEREST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5328RB	21/11/1968	CAVEAT RE : EASEMENT CAVEATOR - SUNCOR ENERGY INC. C/O LAND DEPARTMENT PO BOX 2844 150 6 AVENUE SW CALGARY ALBERTA T2P3E3 "DISCHARGE EXCEPT PART ON PLAN 884RS REG# 400RJ" (DATA UPDATED BY: CHANGE OF ADDRESS 912186637) (DATA UPDATED BY: TRANSFER OF CAVEAT 082458341) (DATA UPDATED BY: CHANGE OF ADDRESS 112117093)
3122RI	05/06/1969	CAVEAT RE : EASEMENT CAVEATOR - ATCO GAS AND PIPELINES LTD. ATTEN: LAND DEPARTMENT C/O ATCO GAS 10035-105 STREET EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 002378482)
6608UG	07/12/1973	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 012030644)
752 001 834	16/01/1975	CAVEAT CAVEATOR - SUNCOR ENERGY INC. C/O LAND DEPARTMENT PO BOX 2844 150 6 AVENUE SW CALGARY ALBERTA T2P3E3 AGENT - DEANNA HAVERLAND "DATA UPDATED BY TRANSFER OF CAVEAT #902080688" (DATA UPDATED BY: CHANGE OF ADDRESS 912183087) (DATA UPDATED BY: CHANGE OF NAME 082080104) (DATA UPDATED BY: CHANGE OF ADDRESS 112187777)
762 018 674	02/02/1976	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (PLAINS-WESTERN) LTD. "DATA UPDATED BY TRANSFER OF EASEMENT #822229348"

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
832 210 206	30/08/1983	CAVEAT RE : SEE CAVEAT CAVEATOR - ICG UTILITIES (PLAINS-WESTERN) LTD. BOX 800, LEDUC ALBERTA "AS TO LEGAL SUBDIVISION 16"
972 285 099	18/09/1997	LIEN BY - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA RURAL ELECTRIFICATION LIEN
142 247 881	01/08/2014	MORTGAGE MORTGAGEE - JEFFREY HADFIELD MORTGAGEE - JACKIE HADFIELD BOTH OF: 4 BERRY CRESCENT FORT MCMURRAY ALBERTA T9H1J9 ORIGINAL PRINCIPAL AMOUNT: $1,340,000

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 1 DAY OF AUGUST, 2014 AT 10:00 A.M.

ORDER NUMBER: 26556459

CUSTOMER FILE NUMBER: 533685-5/RCB

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

EXHIBIT G

This is Exhibit "G" referred to in the Affidavit of
Jeff Hadfield
Sworn before me this 3 day
of October A.D., 20 18

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

DENTONS CANADA LLP TRUST ACCOUNT

CHEQUE # 184379

DATE: 30-07-14 PAYEE: Verhaeghe Law Office

FILE	DESCRIPTION	AMOUNT PAID
533685-000005	Cash to close/RCB/lc	$59,911.30

THE BACK OF THIS DOCUMENT CONTAINS A SIMULATED WATERMARK - DOCUMENT VOID IF MISSING

184379

DENTONS CANADA LLP
2900 Manulife Place, 10180-101 Street
Edmonton AB T5J 3V5
Phone 780-423-7100

Royal Bank of Canada
Main Branch
10107 Jasper Ave
Edmonton AB T5J 1W9

DATE 30-07-2014
DD MM YYYY

$ 59,911.30

PAY

Fifty Nine Thousand Nine Hundred Eleven Dollars and 30/100

TO THE ORDER OF Verhaeghe Law Office

Trust Account Canadian Funds

PER

PER

⑈184379⑈ ⑆03749⑉003⑆ 150⑉230⑉1⑈

DENTONS CANADA LLP TRUST ACCOUNT

DATE: 30-07-14 **PAYEE:** Verhaeghe Law Office **CHEQUE #** 184379

FILE #	DESCRIPTION	AMOUNT PAID
533685-000005	Cash to close/RCB/lc	$59,911.30

AUG 01 2014

ATB Financial
Edmonton, City Centre
10200-102 Avenue
Phone: 780-422-2897

Transaction Record

Date: 01-AUG-2014 Time: 10:44 AM
Employee: Isabelle

Transaction	Acct Number	Amount
Deposit	7260****141924	$59911.30

CUSTOMER RECEIPT

Client Inquiry - All transactions

Close File # 28 Closed Date: (03/05/15) Closed Page Number: 9237

Client #	14-01-185 Name HADFIELD, JEFF & JACKIE	Resp. Lawyer	2 Richard A. Verhaeghe
Matter	RE: S/T 1371047 AB LTD. AND WANDERING RIVER PROPERTIES LTD. -	Area Law	1 Real Estate
Contact		Bus. Phone	
Address 1	#4 BERRY CRESCENT	Cell. Phone	780 742-8075
Address 2		Fax	
City	FORT MCMURRAY	E-Mail	
Postal	T9H 1J9 Province AB	GST/HST Y PST N	
		Identified N Verified N Exempt:	

Date Opened	07/08/14
Date Last Bill	08/01/14
Date Last Payment	08/01/14
Date Last Active	08/01/14

—A/R DETAILS

Initials	Date	Payment Type	Ref / Bill #	Receipt #	Description	Fees	Disb+Taxes	Balance	Audit Status
RAV	08/01/14		1		BILLED ID 1-ACCOUNT RENDERED	1825.00	314.00	2139.00	32977
RAV	08/01/14	CHK	1	7465	ROA	-1825.00	-314.00	0.00	33008
					TOTAL	0.00	0.00	0.00	

Current	0.00	Over 30	0.00	Over 60	0.00	Over 90	0.00	Over 120	0.00

—TRUST DETAILS

Initials	Date	Payment Type	Ref/Cheque	Receipt #	Description	G/L	Term Due	Regular	Term	Balance	Audit
RAV	08/01/14	EFT		3164	Denton LLP - Sale Proceeds	2010		-59,911.30	0.00	-59,911.30	329
RAV	08/01/14	CHK	13821		TD Canada Trust Loan Payout	2010		812.74	0.00	-59,098.56	329
RAV	08/01/14	CHK	13827		Verhaeghe Law Office - ATB General Account Legal Fees	2010		2,139.00	0.00	-56,959.56	329
RAV	08/01/14	CHK	13828		Jeffrey and/or Jackie Hadfield Sale Proceeds	2010		56,959.56	0.00	0.00	329
					TOTAL			0.00	0.00	0.00	

TRUST FUNDS BY BANK ACCOUNT

BANK ACCOUNT	REGULAR	TERM	
2010	0.00		0.00

ATB Financial

ATB Online Printable Version

Current Account Details

To view a history of account transactions, please enter the search details below.

Law Firm Trust Account
Account:726-00102141924 CAD

Account History

Account : Law Firm Trust Account - 726-00102141924 $3,088,455.69 CAD   Type : All   From : 25/07/2014   To : 01/08/2014   Search

Transactions

Posting Date	Transaction Type	Description	Reference Number	Debit	Credit	Running Balance
01/08/2014	Deposit	Deposit Cheque 725			$95,327.90	$3,088,455.69
01/08/2014	Deposit	Deposit Cheque 765			$59,911.30	$2,993,127.79
01/08/2014	Payment	Loan Disbursement			$242,000.00	$2,933,216.49
31/07/2014	Cheque	Cheque 013809	002200349067	$43,980.00		$2,691,216.49
31/07/2014	Cheque	Cheque 013807	002200349268	$3,311.57		$2,735,196.49
31/07/2014	Cheque	Cheque 013806	002200349267	$1,061.70		$2,738,508.06
31/07/2014	Deposit	Deposit Cheque			$56,213.80	$2,739,569.76
31/07/2014	Deposit	Deposit Cheque 755			$368,751.11	$2,683,355.96
31/07/2014	Deposit	Deposit Cheque 899			$441,211.89	$2,314,604.85
31/07/2014	EFT	Direct Deposit Misc. Payments MC DEP 05654090	2199003901828504000199		$999.60	$1,873,392.96
31/07/2014	Payment	Loan Disbursement			$225,000.00	$1,872,393.36
30/07/2014	Cheque	Cheque 013802	002200272233	$2,020.75		$1,647,393.36
30/07/2014	Cheque	Cheque 013800	002200272231	$1,316.75		$1,649,414.11
30/07/2014	Cheque	Cheque 013799	002200272230	$984.75		$1,650,730.86
30/07/2014	Cheque	Cheque 013414	002200268695	$4,569.30		$1,651,715.61
30/07/2014	Deposit	Deposit Cheque			$999.60	$1,656,284.91
30/07/2014	Deposit	Deposit Cheque 752			$189,624.94	$1,655,285.31
30/07/2014	EFT	Direct Deposit Misc. Payments MC DEP 05654090	2199003901826504000172		$7,319.30	$1,465,660.37
29/07/2014	Cheque	Cheque 013797	002200155398	$2,121.25		$1,458,341.07
29/07/2014	Cheque	Cheque 013795	002200155397	$1,144.25		$1,460,462.32
29/07/2014	Cheque	Cheque 013794	002200155396	$1,002.00		$1,461,606.57
29/07/2014	Cheque	Cheque 013617	002200155395	$341.55		$1,462,608.57
29/07/2014	Cheque	Cheque 013792	002200155394	$2,112.25		$1,462,950.12
29/07/2014	Cheque	Cheque 013791	002200155393	$2,017.50		$1,465,062.37

EXHIBIT H

This is Exhibit " H " referred to in the Affidavit of

Jeff Hadfield

Sworn before me this 3 day

of October A.D., 20 18

A Notary Public, A Commissioner for Oaths in and for Alberta

Bradley J. Smith
Barrister & Solicitor

1371047 Owing WR Land

Date	Payment	Balance
		1,400,000.00
Jul 11.14	10,000.00	1,390,000.00
Jul 22.14	50,000.00	1,340,000.00
June 1.14	-	1,340,000.00
July 1.14	-	1,340,000.00
	-	1,340,000.00
Sept 1.14	23,500.00	1,316,500.00
Oct 1.14	23,500.00	1,293,000.00
Nov 1.14	23,500.00	1,269,500.00
Dec 1.14	23,500.00	1,246,000.00
Jan 1.15	23,500.00	1,222,500.00
Feb 1.15	23,500.00	1,199,000.00
Mar 1.15	23,500.00	1,175,500.00
Apr 1.15	23,500.00	1,152,000.00
May 1.15	23,500.00	1,128,500.00
June 1.15	23,500.00	1,105,000.00
July 1.15	23,500.00	1,081,500.00
Aug 1.15	23,500.00	1,058,000.00
Sept 1.15	23,500.00	1,034,500.00
Oct 1.15	23,500.00	1,011,000.00
Nov 1.15	23,500.00	987,500.00
Dec 1.15	23,500.00	964,000.00
Jan 1.16	8,500.00	955,500.00
Feb 1.16	8,500.00	947,000.00
Mar 1.16	8,500.00	938,500.00
Apr 1.16	8,500.00	930,000.00
May 1.16	8,500.00	921,500.00
June 1.16	8,500.00	913,000.00
July 1.16	8,500.00	904,500.00
Aug 1.16	8,500.00	896,000.00
Sept 1.16	8,500.00	887,500.00
Oct 1.16	8,500.00	879,000.00
Nov 1.16	8,500.00	870,500.00
Dec 1.16	8,500.00	862,000.00
Jan 1.17	8,500.00	853,500.00
Feb 1.17	8,500.00	845,000.00
Mar 1.17	8,500.00	836,500.00
Apr 1.17	8,500.00	828,000.00
May 1.17	8,500.00	819,500.00
June 1.17	8,500.00	811,000.00
July 1.17	23,500.00	787,500.00
Aug 1.17	23,500.00	764,000.00
Sept 1.17	23,500.00	740,500.00
Oct 1.17	23,500.00	717,000.00
Nov 1.17	23,500.00	693,500.00
Dec 1.17	23,500.00	670,000.00
Jan 1.18	23,500.00	646,500.00
Feb 1.18	23,500.00	623,000.00
Mar 1.18	23,500.00	599,500.00
Apr 1.18	23,500.00	576,000.00

May 1.18	23,500.00	552,500.00
June 1.18	23,500.00	529,000.00
July 1.18	23,500.00	505,500.00
Aug 1.18	23,500.00	482,000.00
Sept 1.18	23,500.00	458,500.00
Oct 1.18	23,500.00	435,000.00
Nov 1.18	23,500.00	411,500.00
Dec 1.18	23,500.00	388,000.00
Jan 1.19	23,500.00	364,500.00
Feb 1.19	23,500.00	341,000.00
Mar 1.19	23,500.00	317,500.00
Apr 1.19	23,500.00	294,000.00
May 1.19	23,500.00	270,500.00
June 1.19	23,500.00	247,000.00
July 1.19	23,500.00	223,500.00
Aug 1.19	23,500.00	200,000.00
Sept 1.19	23,500.00	176,500.00
Oct 1.19	23,500.00	153,000.00
Nov 1.19	23,500.00	129,500.00
Dec 1.19	23,500.00	106,000.00
Jan 1.20	16,000.00	90,000.00