



COURT FILE NUMBER **2401-11824**

COURT **COURT OF KING'S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

PROCEEDING **IN THE MATTER OF THE RECEIVERSHIP OF KORITE INTERNATIONAL LIMITED PARTNERSHIP AND KORITE INTERNATIONAL GP INC.**

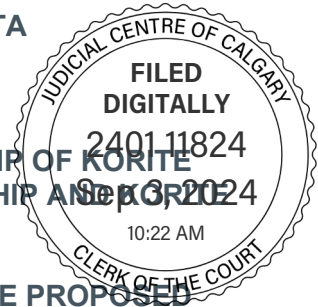
DOCUMENT **SUPPLEMENT TO THE REPORT OF THE PROPOSED RECEIVER  
SEPTEMBER 3, 2024**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**PROPOSED RECEIVER**  
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T2P 2Z2

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## 1.0 Introduction

1. This report (the “**Supplemental Report**”) supplements the report dated August 26, 2024 (the “**Proposed Receiver’s Report**”) filed by KSV Restructuring Inc. (“**KSV**”) as proposed receiver (the “**Proposed Receiver**”) of Korite International Limited Partnership (the “**Korite LP**”) and Korite International GP Inc. (“**Korite GP**”, together with Korite LP, “**Korite**”).
2. Defined terms in this Supplemental Report have the meaning provided to them in the Proposed Receiver’s Report unless otherwise defined herein. This Supplemental Report is subject to the scope and terms of reference contained in the Proposed Receiver’s Report.

### 1.1 Purposes of this Supplemental Report

1. The purpose of this Supplemental Report is to
  - a) provide a further update in respect of Korite; and
  - b) to file and summarize an amending agreement dated August 29, 2024 (the “**Amending Agreement**”) to the asset purchase agreement dated August 23, 2024 (the “**APA**”) between Korite LP, as vendor, and Buffalo Rock Mining Co. Ltd. (the “**Purchaser**”). A copy of the Amending Agreement is attached as **Appendix “A”**.

## 2.0 Korite Update

1. The Proposed Receiver is advised that on or about August 29, 2024, a representative of Alberta Environment and Protected Areas (“**AEP**”) contacted Korite in respect of certain ammonite quarries that were previously mined by Korite’s predecessor. The Proposed Receiver understands that the rights to mine one of the quarries is subject to the APA and the other is not.
2. Although it is not contemplated that the Proposed Receiver would take possession of any of the mine sites, including the quarries, if appointed, the Proposed Receiver will work with AEP to understand the party or parties responsible for any reclamation obligations associated with the quarry that is not subject to the APA. If any such obligations belong to Korite, the Proposed Receiver would ensure that sufficient funds are set aside from the APA sale proceeds to address the reclamation work.

### 3.0 Amending Agreement

1. On August 28, 2024, the Purchaser notified Korite LP that it had decided to include the mineral lease agreement dated December 1, 2012 (the “**Mineral Lease Agreement**”) between Korite LP and TwoGee Developments Ltd. (“**TDL**”) as a Purchased Asset.
2. Accordingly, on August 29, 2024, Korite LP and the Purchaser entered into the Amending Agreement that replaced Schedule 1.1(bbb) contained in the APA with a revised schedule that included the Mineral Lease Agreement.
3. On August 30, 2024, TDL was provided with notice of the receivership application and the APA.

### 4.0 Conclusion

1. Neither the potential reclamation obligations nor the Amending Agreement change the Receiver’s conclusion on the Transaction, as outlined in Section 8 of the Proposed Receiver’s Report.

\* \* \*

All of which is respectfully submitted,



**KSV RESTRUCTURING INC.,**  
**in its capacity as proposed Court-appointed receiver**  
**of Korite International Limited Partnership and**  
**Korite International GP Inc.**

**APPENDIX A**  
**[ATTACHED]**

## AMENDING AGREEMENT

**THIS AGREEMENT** made effective as of the 29<sup>th</sup> day of August, 2024

**BETWEEN:**

**KORITE INTERNATIONAL LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of Alberta (the "**Vendor**")

- and -

**BUFFALO ROCK MINING CO. LTD.**, a corporation incorporated under the laws of the Province of Alberta (the "**Purchaser**")

(each party hereto is a "**Party**" and collectively, the "**Parties**").

**WHEREAS** pursuant to an asset purchase agreement dated August 23, 2024, between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor agreed to sell, and the Purchaser agreed to purchase, certain assets of the Vendor as further set out in the Purchase Agreement;

**AND WHEREAS** the Vendor and the Purchaser have agreed to amend the Purchase Agreement upon the terms and conditions hereinafter set forth;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the other as follows:

### 1. CAPITALIZED TERMS

In this Agreement, unless the context otherwise requires, capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Purchase Agreement.

### 2. AMENDMENT

- (a) Schedule 1.1(bbb) of the Purchase Agreement is hereby amended by deleting the schedule entirely and replacing it with Schedule "A" hereto.
- (b) Save for the amendment set forth above, the parties hereby ratify, confirm and agree to continue to be bound by the terms of the Purchase Agreement as amended by this amendment and the Purchase Agreement as amended hereby shall continue in full force and effect and shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

### 3. TIME OF THE ESSENCE

Time shall continue to be of the essence of the Purchase Agreement.

**4. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts of the Province of Alberta.

**5. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form or PDF email form and the parties adopt any signatures received by a receiving fax machine or via PDF email as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other parties an original of the signed copy of this Agreement which was so faxed or emailed.

*the remainder of this page is intentionally left blank*

**IN WITNESS WHEREOF** the Parties hereto have executed this Amending Agreement as of the date first above written.

**KORITE INTERNATIONAL LIMITED  
PARTNERSHIP, by its general partner, KORITE  
INTERNATIONAL GP INC.**

Signed by:  
  
4F4D0267491B44B...

Per:

\_\_\_\_\_  
Name: Cody Church

Title: Director

**BUFFALO ROCK MINING CO. LTD.**

Per:

\_\_\_\_\_  
Name: Beth Day Chief

Per:

\_\_\_\_\_  
Name: Tracy Day Chief



**IN WITNESS WHEREOF** the Parties hereto have executed this Amending Agreement as of the date first above written.

**KORITE INTERNATIONAL LIMITED  
PARTNERSHIP, by its general partner, KORITE  
INTERNATIONAL GP INC.**

Per:

\_\_\_\_\_  
Name: Cody Church

Title: Director

**BUFFALO ROCK MINING CO. LTD.**

Per:

Signed by:  
*Beth Day Chief*  
\_\_\_\_\_  
0C728532E5834C...  
Name: Beth Day Chief

Per:

DocuSigned by:  
*Tracy Day Chief*  
\_\_\_\_\_  
8AAFAA6E436845C...  
Name: Tracy Day Chief

**SCHEDULE "A"**  
**Mineral Rights Agreements**

The Mineral Rights Agreements shall include those Contracts listed below:

1. The following ammonite shell agreements:

<b>Agreement Number</b>	<b>Aggregate Area (Ha)</b>	<b>Crown Mineral Area (Ha)</b>	<b>Freehold Land (Ha)</b>	<b>Legal Land Location</b>
9119080277	39.90	39.88	0.02	NW 34-7-22-4
9119080276	132.40	132.30	0.10	Listed Below
9112090490	42.70	0.00	42.70	SWP 12-7-22-4
9112080499	64.00	0.00	64.00	NE 1-7-22-4
9112080498	64.00	0.00	64.00	NW 1-7-22-4
9117080362	33.10	2.90	30.20	SEP 12-7-22-4
9117080361	58.50	8.10	50.40	SW,NW 30-9-21-4
9117080360	46.2278	46.2278	0.00	Listed Below
9117070314	17.50	8.70	8.80	L11P,L14P 3-8-22-4
9117070315	33.40	33.40	0.00	L11P,L12P,L13 12-9-22-4
9117070316	32.00	30.20	1.80	L4,L5P 13-9-22-4
9117070317	140.90	108.80	32.10	L3P,L4P,L5,L6,L10P,L11,L12,L15W 24-9-22-4
9117070318	64.00	64.00	0.00	NWP,SWP 16-8-22-4
9117070319	50.70	50.70	0.00	SWP 21-8-22-4
9117070320	21.00	21.00	0.00	SEP 20-8-22-4
9117070321	6.30	2.70	3.60	SWP 31-9-21-4
Freehold	75.10	0.00	75.10	SEP,NEP 9-8-22-4
9117050293	62.30	60.10	2.20	L14P 12;L2P,L3,L6P 13; L2P,L7P 24; -9-22-4
9117040298	33.30	11.00	22.30	L9,10P 24-6-23-4); NWP19; SWP30; -6-22-4

9120070090	12.10	4.10	8.00	Listed Below
9120070089	3.80	3.80	0.00	LSD 16 18-7-21-4
9120050158	219.05	219.05	0.00	Listed Below
9120050157	5.48	5.48	0.00	SE 34-7-22-4

2. The following mine leases:

<b>Counterparty to Contract</b>	<b>Type of Contract</b>	<b>Start Date</b>	<b>End Date</b>
PrairieSky Royalty Ltd. (formerly Encana)	Mineral rights	Jul-18-11	Aug-31-36
Deerfield Hutterian Brethren	Surface lease	Apr-01-22	Apr-01-27
TwoGee Developments	Mineral lease	Dec-01-22	Nov-30-32