COURT FILE NUMBER	
COURT	Court of Queen's Bench of Alberta
JUDICIAL CENTRE	Calgary
APPLICANT	**ATB FINANCIAL**
RESPONDENTS	**WA GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a WA GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS (EAST) LTD., 1887612 ALBERTA LTD.**
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Fasken Martineau DuMoulin LLP** Barristers and Solicitors 3400 First Canadian Centre 350 – 7 Avenue SW Calgary, Alberta T2P 3N9 **Attention: Travis Lysak / Mihai Tomos** Tel: (403) 261- 5501 / (403) 261 - 7386 Email: tlysak@fasken.com / mtomos@fasken.com File No.: 279839.00144

AFFIDAVIT OF DAWN WALBY-PARCHOMA

Sworn on April 20, 2021

I, Dawn Walby-Parchoma, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SWEAR AND SAY THAT:

1. I am a Director of the Turnaround and Restructuring Group of the Applicant, ATB Financial (the "**Lender**").

Parties

2. The Lender is a financial institution and Crown corporation doing business in the City of Calgary, and elsewhere, in the Province of Alberta.

3. I am primarily responsible for the administration of the Loans, as defined below, and as such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, and where so stated I believe the same to be true. I am authorized by the Lender to swear this affidavit on its behalf.

4. WA Grain Holdings Inc. ("**WA Grain**"), 1309497 Alberta Ltd., operating as WA Grain & Pulse Solutions, ("**130**"), New Leaf Essentials (West) Ltd. ("**NLE West**"), and 1887612 Alberta Ltd. ("**188**") are corporations incorporated pursuant to the laws of the Province of Alberta.

5. New Leaf Essentials (East) Ltd. ("**NLE East**") is a corporation incorporated pursuant to the laws of the Province of Prince Edward Island.

6. As discussed in further detail below:

   (a) the Lender has extended the Loans to WA Grain, 130, and NLE West borrowed funds from the Lender, the repayment of which remains outstanding (the "**Borrowers**");

   (b) each of the Borrowers have cross guaranteed the obligations of the other Borrowers to repay the Loans; and

   (c) 188 and NLE East (collectively, the "**Guarantors**") guaranteed the repayment of the Loans.

7. The Borrowers and the Guarantors (collectively, the "**Debtors**") collectively carry on one or more of the following businesses in each of Alberta, Saskatchewan, and Prince Edward Islands:

   (a) Grain processing for human and pet food consumption. The majority of the operations are focused on Pulses but the Debtors also deal with cereals and oilseeds as well. Pulse crops are the seeds of legumes that are used as food, and include peas, beans, lentils, chickpeas and faba beans; and

   (b) Domestic and Export sales of grain products.

8. Attached hereto and collectively marked as **Exhibit "A"** are the Corporate Registry Search Results with respect to the Debtors.

The Loans, Guarantees, and Security

9. Pursuant to an amended and restated commitment letter dated November 9, 2020 executed by the Debtors (the "**Commitment Letter)**, the Lender agreed to make and made loans to the Borrowers as follows:

   (a) an operating loan facility to a maximum amount of $10,000,000 (the "**Operating Line**");

   (b) a non-revolving reducing facility in the amount of $2,383,919;

   (c) a non-revolving reducing facility in the amount of $200,358;

   (d) a non-revolving reducing facility in the amount of $2,913,434; and

   (e) a corporate Mastercard in the maximum amount of $100,000.

   (collectively, the "**Loans**").

10. A copy of the Commitment Letter, including a page slip with respect to the definition of the term "Large A/R", is attached hereto and marked as **Exhibit "B"**

11. Pursuant to the Commitment Letter, the Loans are repayable upon demand.

12. The repayment of the monies from time to time due and owing by the Borrowers to the Lender in respect of the Loans, including interest thereon and all other costs, charges, and expenses associated with the recovery of the foregoing amounts, including legal costs on a solicitor and own client, full indemnity basis (collectively, the "**Indebtedness**"), is secured in whole or in part by various security instruments granted by the Borrowers in favour of the Lender, including:

WA Grain

(a) a General Security Agreement dated July 10, 2017 granted by WA Grain in favour of the Lender, pursuant to which WA Grain grants a security interest in all present and after acquired property of WA Grain, as well as a floating charge on all of its lands (the "**WA Grain Security**");

130

(b) a General Security Agreement dated July 10, 2017 granted by 130 in favour of the Lender, pursuant to which 130 granted a security interest in all present and after acquired property of 130 (the "**2017 130 GSA**");

(c) a General Security Agreement dated January 30, 2020 granted by 130 in favour of the Lender, pursuant to which 130 granted a security interest in all present and after acquired property of 130, as well as a floating charge on all lands (the "**2020 130 GSA**" and, together with the 2017 130 GSA, the "**130 Security**");

NLE West

(d) a General Security Agreement dated July 10, 2017 granted by NLE West in favour of the Lender, pursuant to which NLE West granted a security interest in all present and after acquired property of NLE West, as well as a floating charge on all of its lands (the "**NLE West GSA**"); and

(e) a Mortgage of Lease dated July 10, 2017 granted by NLE West in the amount of $3,930,000 with respect to the lands described as Plan 2369JK the Sewer Pond and Nuisance Ground Site (the "**NLE West Mortgage of Lease**" and, together with the NLW West GSA, the "**NLE West Security**").

13. WA Grain Security, the 130 Security, and the NLE West Security are collectively hereinafter referred to as the "**Borrower Security**".

14. A copy of the WA Grain Security is attached and collectively marked hereto as **Exhibit "C"**.

15. Copies of the 130 Security are attached and collectively marked hereto as **Exhibit "D"**.

16. Copies of the NLE West Security are attached and collectively marked hereto as **Exhibit "E"**.

WA Grain

17. Pursuant to a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by WA Grain in favour of the Lender (the "**WA Grain Guarantee**"), WA Grain agreed to repay the indebtedness of NLE West and 130 owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due under the WA Grain Guarantee (the "**WA Grain Guarantee Liability**").

18. A copy of the WA Grain Guarantee is attached and marked hereto as **Exhibit "F"**.

19. As security for the WA Grain Guarantee Liability, WA Grain executed the WA Grain Security.

130

20. 130 executed the following guarantees in favour of the Lender:

    (a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by 130 in favour of the Lender, pursuant to which 130 agreed to repay the indebtedness of WA Grain owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

    (b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by 130 in favour of the Lender, pursuant to which 130 agreed to repay the indebtedness of NLE West owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder; and

    (c) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by 130 in favour of the Lender, pursuant to which 130 agreed to repay the indebtedness of WA Grain and NLE West owing to the Lender

for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

(together, the "**130 Guarantees**").

21. Copies of the 130 Guarantees are attached and marked hereto as **Exhibit "G"**.

22. 130's obligations under the 130 Guarantees are referred to as the "**130 Guarantee Liability**".

23. As security for the 130 Guarantee Liability, 130 executed the 130 Security.

NLE West

24. NLE West executed the following guarantees in favour of the Lender:

    (a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by NLE West in favour of the Lender, pursuant to which NLE West agreed to repay the indebtedness of WA Grain owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder; and

    (b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by NLE West in favour of the Lender, pursuant to which NLE West agreed to repay the indebtedness of WA Grain and 130 owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

    (together, the "**NLE West Guarantees**").

25. Copies of the NLE West Guarantees are attached and marked hereto as **Exhibit "H"**.

26. NLE West's obligations under the NLE West Guarantees are referred to as the "**NLE West Guarantee Liability**".

27. As security for the NLE West Guarantee Liability, NLE West executed the NLE West Security.

188

28. 188 executed the following guarantees in favour of the Lender:

    (a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which 188 agreed to repay the indebtedness of WA Grain owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

    (b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which 188 agreed to repay the indebtedness of NLE West owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder; and

    (c) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020, pursuant to which 188 agreed to repay the indebtedness of the Borrowers owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

    (together, the "**188 Guarantees**").

29. Copies of the 188 Guarantee are attached and marked hereto as **Exhibit "I"**.

30. 188's obligations under the 188 Guarantees are referred to as the "**188 Guarantee Liability**".

31. As security for the 188 Guarantee Liability, 188 executed:

    (a) a General Security Agreement dated July 10, 2017 in favour of the Lender, pursuant to which 188 granted a security interest in all present and after acquired property of 188; and

(b) a General Security Agreement dated January 30, 2020 in favour of the Lender, pursuant to which 188 granted a security interest in all present and after acquired property of 188, as well as a floating charge on all of its lands,

(together, the "**188 Security**").

32. Copies of the 188 Security are attached and marked hereto as **Exhibit "J"**.

NLE East

33. NLE East executed the following guarantees in favour of the Lender:

(a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 pursuant to which NLE East agreed to repay the indebtedness of WA Grain owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

(b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which NLE East agreed to repay the indebtedness of NLE West owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

(c) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020, pursuant to which NLE East agreed to repay the indebtedness of the Borrowers owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

(together, the "**NLE East Guarantees**").

34. Copies of the NLE East Guarantees are attached and marked hereto as **Exhibit "K".**

35. NLE East's obligations under the NLE East Guarantees are referred to as the "**NLE East Guarantee Liability**".

36. As security for the NLE East Guarantee Liability, NLE East executed:

(a) a General Security Agreement dated October 13, 2017 granted by NLE East in favour of the Lender, pursuant to which NLE East granted a security interest in all present and after acquired property of NLE East; and

(b) a General Security Agreement dated January 30, 2020 granted by NLE East in favour of the Lender, pursuant to which NLE East granted a security interest in all present and after acquired property of NLE East as well as a floating charge on all of its lands,

(together, the "**NLE East Security**").

37. Copies of the NLE East Security are attached and marked hereto as **Exhibit "L"**.

38. The Borrower Security, the 188 Security, and the NLE East Security is referred to as the "**Debtors Security**".

Other secured stakeholders

39. Pursuant to the Personal Property Security Searches attached and marked hereto as **Exhibit "M"**, there are a number of other secured creditors of the Debtors, all of whom made registrations subsequent in time to those made by the Lender.

40. Of particular note, the registrations made by Avrio Subordinated Debt Limited Partnership II ("**Avrio**") are second in time to the Lender's registrations.

Transfer of Loans to Lender's Turnaround and Restructuring Group

41. The Lender's Turnaround and Restructuring Group ("**TRG**") began monitoring the Loans in June of 2018, primarily due to the Debtors' poor financial performance and history of requiring financial covenant waivers, largely stemming from low gross margins, tight liquidity and high leverage.

42. In order to improve their financial performance, the Debtors focused on cost cutting efforts and revenue diversification, which included a focus on organic pulses, exports directed to China, and establishing operations in Slemon Park, Prince Edward Island along with the

pet food division in Bowden, Alberta (the "**Pet Food Division**"). The Slemon Park facility began operations in early 2018 to supply product for human and pet food consumption and the Pet Food Division was established in late 2017.

43. Notwithstanding the foregoing efforts, the TRG has had to monitor the Loans continuously since June of 2018 until present.

Recent financial difficulty

44. On September 24, 2020, representatives of the Lender and the Debtors met together. During this meeting, the Lender and the Debtors discussed the Debtors' ability to reduce their debt through asset sales, given that the Debtors' debt levels were putting pressure on their working capital requirements.

45. As a result of this meeting, and through subsequent efforts, the Debtors developed a debt reduction plan to informally restructure its business (the "**Debt Reduction Plan**").

46. It was the Debtors' hope and expectations that if all aspects of the foregoing debt Reduction Plan were completed, all of the Debtors' debt owing to the Lender and to Avrio would be eliminated within two years and, potentially, by July 31, 2021. Under the Debt Reduction Plan, the first such asset sale would be the Debtors' Pet Food Division (the "**Pet Food Division Sale**"), which was expected to close in December of 2020. The second sale would be of the Debtors' Bowden export facility, which sale would occur in April of 2021.

47. The Debtors provided the Lender with a revised forecast in October of 2020, which indicated that the Debtors would be able to comply with their financial covenants. On this basis, the Lender agreed to certain amendments with respect to the Commitment Letter, which provided the Debtors with access to additional working capital in December of 2020.

Losses due to FX Hedging and further depreciation of financial condition

48. In January of 2021, the Debtors provided to the Lender draft year end financial statements with respect to the fiscal year ending on July 31, 2020, which indicated (i) significant realized and unrealized foreign exchange ("**FX**") hedging losses that were not previously accounted for in the internal monthly financials that the Debtors provided to the Lender,

notwithstanding that these losses occurred at least as early as in March and April of 2020 and (ii) an EBITDA of negative $900,000, which included only the unrealized losses on FX hedging contracts (the "**FX Hedging Losses**").

49. In January of 2021, the Debtors also provided to the Lender a revised debt reduction plan (the "**Revised Debt Reduction Plan**"), which included a payable to EncoreFX Inc. ("**EncoreFX**") in respect of the FX Hedging Losses.

50. EncoreFX was adjudged bankrupt on March 30, 2020 and Ernst & Young Inc. was appointed trustee of EncoreFX's estate (the "**EncoreFX Trustee**").

51. Pursuant to the Revised Debt Reduction Plan the Debtors advised the Lender that the Pet Food Division Sale was expected to close in mid February of 2021.

52. Based on the foregoing, the Lender requested that the Debtors provide additional information with respect to the FX Hedging Losses. As a result of additional information provided, the Lender determined that the Debtors' had FX contracts with four hedging providers and three of those providers terminated certain FX contracts in March and April of 2020 concurrent with the initial stages of the COVID pandemic. Specifically, the unprecedented events in early 2020 took the financial markets by surprise and resulted in dramatic spikes in volatility and rapid depreciation of the Canadian Dollar.

53. The Debtors' hedging providers requested significant deposits in March of 2020, which could not be posted given the Debtors' lack of liquidity. This resulted in three providers terminating hedging contracts, which resulted in $7.6 million CAD and $1.5 million USD in realized hedging losses.

54. In or around March of 2021, the Lender was also provided with a letter dated April 11, 2020, addressed to 130 from the EncoreFX Trustee, one of the three providers which terminated the Debtors' FX hedging contracts as discussed above. In this letter the EncoreFX Trustee:

(a) advised 130 that it was in default of its margin call terms, which resulted in the neutralization of its portfolio of remaining contracts. The post-bankruptcy close out amounts would be communicated to 130 in due course; and

(b) demanded payment from 130 in the amount of USD $1,483,324 for the pre-bankruptcy close out amount.

55. A copy of the EncoreFX Trustee's letter is attached hereto and marked as **Exhibit "N"**.

56. The Lender understands that 130 disputed the contents of the EncoreFX Trustee's calculation of the post-bankruptcy close out amount.

57. Between March of 2020 and February of 2021, the Debtors paid $3.9 million to various hedging providers to settle the FX Hedging Losses and post margin for the contracts which remained in place. I understand that the Debtors have attempted to negotiate on the remaining balances owing for terminated contracts, which could require an additional $3.8 million of payments in addition to any future margin call exposures for remaining FX hedges in place. The Debtors advised the Lender that more hedging contracts were placed than the Debtors could deliver on.

58. It is the Lender's position that the FX Hedging Losses resulted from speculative hedges made by the Debtors in breach of section 6(k)(iii) of the Commitment Letter, which provides that:

> "(k) A Loan Party will not enter into any Swap outside the ordinary course of its business or for speculative purposes (determined, where relevant, by reference to GAAP); provided that, without limiting the generality of the foregoing, the following shall be deemed to be Swaps entered into outside of the ordinary course of business or entered into for speculative purposes:
>
> .....
>
> (iii) any Currency Swap if the aggregate amount hedged under all Currency Swaps at the time any such Currency Swap is entered into exceeds the Loan Parties' U.S. Dollar underlying exposure, whether direct or indirect, to the risk hedged or sought to be hedged by such Currency Swap at the time such Currency Swap is entered into;
>
> .....

> and to the extent the Borrowing Base includes any value for any Swap, such Swap shall not be terminated by the applicable Loan Party without the prior written consent of Lender except at its maturity and in accordance with its terms;".

59. The Lender understands that the Debtors' remaining FX hedges in place are not tied to specific USD accounts receivable. Therefore, it is the Lender's position that the Debtors remain in default of the foregoing negative covenant.

60. On or around March 4, 2021, the Lender engaged BDO Canada Limited to review the Debtors' remaining FX hedges. This review highlighted significant concerns for the Lender. Specifically, the Debtors' current hedging profile is a negative straddle, which means that the market-to-market could materially swing further out-of-the-money irrespective of whether the Canadian Dollar appreciates or depreciates. Accordingly, there is no upside potential to the Debtors' current hedging portfolio. Further, as oil prices continue to rise, the Canadian Dollar appreciates. Should the Canadian Dollar continue to appreciate, the Borrower's financial results will be negatively impacted twofold. First, their accounts receivables will be converted to less Canadian Dollar receipts. Second, the current hedging contracts have a greater loss potential when the exchange rate moves in this direction.

61. The Debtors have been attempting to unwind and restructure the current FX hedging portfolio, but there is significant risk that further exchange rate movements will result in incremental margin calls and the Debtors will not have sufficient liquidity to post the required margin deposits, resulting in further contract terminations and additional realized FX losses.

62. In early February of 2021, the Debtors provided a revised forecast to the Lender, which forecasted a positive EBIDTA for January and February of 2021, such that combined with the year-to-date December 2020 losses, the EBITDA for 7 months ending February 2021 would be positive $861,305.

63. At the end of February of 2021, the Debtors provided to the Lender financial reporting with respect to the month of January of 2021. The reporting indicated a maximum Operating Line limit of $6,991,283, resulting in an overdraft of $800,000. The Debtors were required

to provide a 13 week cash flow forecast to indicate how and when this overdraft would be covered. The 13 week cash flow forecast indicated a peak overdraft of $1.2 million prior to the closing of the Pet Food Division Sale.

Inability to close the Pet Food Division Sale

64. The closing date of the Pet Food Division Sale has changed numerous times. The Debtors were hopeful to close on or before April 16, 2021.

65. In order for the Debtors to close the Pet Food Division Sale, the Debtors require that both the Lender and Avrio consent to the Pet Food Division Sale and discharge their security interests in the assets subject to the Pet Food Division Sale.

66. The Lender has been and continues to be willing to consent to the Pet Food Division Sale. However, to date, Avrio has refused to consent to the Pet Food Division Sale.

67. I understand that Avrio, whose security interest against the Debtors ranks behind the Lender's, is demanding a permanent pay down of 12.5% of the indebtedness owed by the Debtors to it in exchange for Avrio's consent to the Pet Food Division Sale. The Lender is not prepared to consent to this use of proceeds since it would compromise the Debtors' working capital and their ability to continue operating as a going concern entity. Numerous negotiations have been had with Avrio and I understand that Avrio is not willing to compromise with respect to its pay down requirement.

68. Given that the Debtors have reached the maximum limit of the Operating Line, I understand that they have been able to operate as a going concern solely on the basis of daily accounts receivables. Based on information provided to the Lender, the rate of accounts receivable collections has recently exceeded the generation of new receivables such that the Lender's security position is deteriorating.

EncoreFX Settlement

69. The Lender also understands that during the course of approximately the last two months, 130 negotiated and executed a settlement agreement with the Trustee (the "**EncoreFX Settlement**").

70. The negotiations of the EncoreFX Settlement were conducted and completed without the knowledge or consent of either the Lender or Avrio.

71. The Debtors have requested that Avrio and the Lender permit 130 to conclude the EncoreFX Settlement notwithstanding that the EncoreFX Settlement would be a payment to an unsecured creditor and deplete the security held by the Lender and Avrio.

72. The Lender was advised by the Debtors that, if the EncoreFX Settlement was not concluded, EncoreFX would be taking enforcement action against 130.

73. To date, neither Avrio or the Lender have provide such consent.

Default Notices and further depreciation of financial condition

74. On March 4, 2021 Avrio issued a default notice to WA Grain, which triggered a cross default under the Commitment Letter. Subsequent to this, the Lender issued a Default Notice dated March 10, 2021, a copy of which is attached hereto and marked as **Exhibit "O"**.

75. The Debtors' financial condition continues to be negatively impacted by sporadic buyer demand as a result of container shortages. These operating losses, in addition to the posting of FX margin deposits and debt servicing obligations, have all been funded by the Lender's Operating Line.

76. The Operating Line is maxed out and the Lender is no longer prepared to continue funding the Debtors' operating costs. Forecasts over this past year have not been met. The Lender remains concerned with the amount of payables being stretched particularly as the Debtors enter into their seasonally slower summer months. Historically, the Debtors' Operating Line margin limit drops over the summer months due to reduced activity. Without the proceeds from the Pet Food Division Sale, it is unlikely that the Debtors will be able to meet producer payment requirements when the seasonally low Operating Line limit is in place. Thus, it is imperative that the Pet Food Division Sale proceeds are retained for working capital purposes.

The Debtors Risk Losing their Operating Licence

77. The Lender understands from the Debtors that the Debtors' licensing with the Canada Grain Commission ("**CGC**") expires on April 30, 2021. Without this licensing, the Debtors cannot operate their grain business.

78. I am advised by the Debtors that the CGC will not entertain license renewal discussions until there is certainty that the Pet Food Division Sale will close, such that the Debtors' going concern status is stabilized.

79. Further, based on discussions with the Debtors, I understand that the Debtors must pay approximately $6.5 million for unpaid inventory before April 23, 2021 in order to prevent claims under the Safeguards for Grain Farmers Program, which would result in the CGC revoking the Debtors' operating licenses (the "**CGC Licenses**"). Without the proceeds of the Pet Food Division Sale, the Debtors will not be able to meet their payment obligations to producers.

Amounts Owing, Breaches, and Demands

80. As of March 26, 2021:

    (a) the Indebtedness equals $11,854,062.31, including accrued interest as of March 26, 2021, plus all further accruing interest payable in accordance with the Loans plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis;

    (b) the 188 Guarantee Liability equals $11,854,062.31, plus all interest payable in accordance with the 188 Guarantees, plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis; and

    (c) the NLE East Guarantee Liability equals $11,854,062.31, plus all interest payable in accordance with the NLE East Guarantees plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis.

81. The Lender also believes Avrio is owed $8,000,000. At present, ATB does not believe that the liquidation of the Debtors' assets will generate funds to repay the Indebtedness in full, let alone address any of the indebtedness owed to Avrio.

82. As of March 26, 2021, the Debtors breached the terms of the Letter Agreement and the Debtors Security by:

(a) entering into a Swap (as defined in the Commitment Letter) outside the ordinary course of its business or for speculative purposes contrary to section 6(k)(iii) of the Commitment Letter;

(b) failing to provide to the Lender borrowing base reports due on January 20, 2021 for the period ending December 31, 2020, contrary to section 7(d) of the Commitment Letter;

(c) failing to provide to the Lender year end financial statements and a compliance certificate, both due on November 28, 2020, contrary to section 7(a) of the Commitment Letter;

(d) permitting, since March 4, 2021, a default to occur and to continue in respect of the indebtedness owed by a Loan Party to Avrio;

(e) permitting the Debtors' actual, cumulative EBITDA to fall below the cumulative Projected EBITDA (as defined in the Commitment Letter), contrary to section 8(a) of the Commitment Letter;

(f) permitting the Debtors' Current Ratio to fall below 1.25:1, contrary to section 8(b) of the Commitment Letter;

(g) permitting the Debtors' Debt to Equity Ratio to exceed 2.50:1, contrary to section 8(c) of the Commitment Letter; and

(h) permitting the Debtors' Fixed Charge Coverage Ratio to fall below 1.15:1, contrary to section 8(d) of the Commitment Letter,

(together, the "**Breaches**").

83. Based upon numerous factors, including the Breaches, the Debtors' inability to close the Pet Food Division Sale and generate much needed working capital, and potential litigation with respect to the EncoreFX Settlement, the Lender demanded:

(a) the repayment of the Indebtedness from the Debtors pursuant to demand letters dated March 29, 2021, together with Notices of Intention to Enforce Security under subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"); and

(b) the repayment of the 188 Guarantee Liability from 188 pursuant to a demand letter dated March 29, 2021, together with a Notice of Intention to Enforce Security under subsection 244(1) of the BIA; and

(c) the repayment of the NLE East Guarantee Liability from NLE East pursuant to a demand letter dated March 29, 2021, together with a Notice of Intention to Enforce Security under subsection 244(1) of the BIA,

(collectively, the "**Demands**").

84. Copies of the Demands are collectively attached and marked hereto as **Exhibit "P"**.

Forbearance Agreement

85. On April 1, 2021, the Lender and the Debtors entered into a forbearance agreement for a period ending on April 16, 2021 ("**Forbearance Agreement**"), so that the Debtors could make arrangements to repay all of the Indebtedness to the Lender.

86. A copy of the Forbearance Agreement is attached hereto and marked as **Exhibit "Q"**.

87. Pursuant to the Forbearance Agreement, the Debtors executed a Consent Receivership Order to be utilized by the Lender upon a default by the Debtors under the Forbearance Agreement.

88. A copy of the Consent Receivership Order is attached hereto and marked as **Exhibit "R"**.

Expiry of Forbearance Period

89. The forbearance period pursuant to the Forbearance Agreement ended and the Debtors have not repaid the Indebtedness.

90. On April 19, 2021, I had a conversation with Christopher Chivilo, who advised me that the Debtors have ceased shipping and receiving products.

91. The foregoing developments:

    (a) materially increase the likelihood that the Indebtedness will not be repaid to the Lender in full; and

    (b) amount to a material adverse change in the financial circumstances of the Debtors.

Necessity for the Appointment of a Receiver

92. At present, the Debtors are insolvent as they are unable to meet their liabilities as they become due, have little to no working capital, and are unable to generate working capital given the lack of Avrio consent for the Pet Food Division Sale. Moreover, there is a risk of litigation against 130 with respect to the EncoreFX Settlement. It also appears that the Debtors may have their CGC Licenses revoked in the near future and the Debtors have ceased carrying on a significant portion of their operations.

93. Accordingly, the Lender believes that in order to preserve the value in the Debtors' estate and to maximize recoveries therefrom it is appropriate that a receiver be appointed over the Debtors' assets. At minimum, among other things, a receiver will be able to:

    (a) address working capital deficiencies through its Borrowing Charge;

    (b) pursue and potentially close the Pet Food Division Sale without Avrio's consent;

    (c) ensure that the Debtors are able to maintain licensing and insurance required to liquidate the assets;

    (d) stabilize operations to preserve the value of the Debtors' business; and

(e) appropriately address and respond to any litigation relating to the EncoreFX Settlement.

94. At this stage, given the failure of the Debtors to repay the Indebtedness, the Lender has lost faith in the Debtors' ability to repay the Indebtedness.

95. I believe that, in order to maximize recoveries from the Debtors' estate, the Lender must appoint a receiver over the assets of the Debtors, which it is entitled to do under the Debtors Security.

96. The appointment of a receiver is necessary for the orderly liquidation of the Debtors' assets and to prevent the dissipation of the Debtors' assets.

97. I am advised by Mark Kelly of BDO Canada Limited ("**BDO**") that BDO is qualified and has agreed to act and has consented to being appointed as receiver of the Debtors and exercise any and all of the proposed powers provided for in the Consent Receivership Order.

98. In light of all of the foregoing, I believe that the Order sought is necessary, just and convenient.

99. I swear this affidavit in support of an application for the appointment of a receiver of the assets of the Debtors.

SWORN BEFORE ME at Calgary, Alberta, this 20th day of April, 2021.	)	
A Commissioner of Oaths or Notary Public in and for the Province of Alberta.	)	DAWN WALBY-PARCHOMA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

THIS IS EXHIBIT "**A**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2021/03/26
Time of Search: 03:30 PM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 35133220
Customer Reference Number: 279839.00144

Corporate Access Number: 2020155541
Business Number: 730245693
Legal Entity Name: W.A. GRAIN HOLDINGS INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2017/01/09 YYYY/MM/DD

Registered Office:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Records Address:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Email Address: CORPORATE@MHRLAW.CA

Directors:

Last Name: CHIVILO
First Name: CHRISTOPHER
Middle Name: PETER
Street/Box Number: 5352 - 39 STREET CRESCENT
City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1G1

Voting Shareholders:

Legal Entity Name:	1887612 ALBERTA LTD.
Corporate Access Number:	2018876124
Street:	BOX 6345
City:	INNISFAIL
Province:	ALBERTA
Postal Code:	T4G1T1
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE SANCTION OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION UNLESS THE PROVISIONS OF A UNANIMOUS SHAREHOLDERS AGREEMENT, IF ANY, STATE THE CONTRARY
Min Number Of Directors:	1
Max Number Of Directors:	15
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE ATTACHED SCHEDULE "B"

Holding Shares In:

Legal Entity Name
1309497 ALBERTA LTD.
NEW LEAF ESSENTIALS (WEST) LTD.
ORIGIN MALTING COMPANY LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/02/12

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2017/01/09	Incorporate Alberta Corporation
2017/01/09	Change Director / Shareholder
2020/02/22	Update BN
2021/02/12	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Other Rules or Provisions	ELECTRONIC	2017/01/09
Share Structure	ELECTRONIC	2017/01/09

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

REGISTRAR OF CORPORATIONS

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2021/03/26
Time of Search: 03:32 PM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 35133239
Customer Reference Number: 279839.00144

Corporate Access Number: 2020155657
Business Number: 729276725
Legal Entity Name: NEW LEAF ESSENTIALS (WEST) LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2017/01/09 YYYY/MM/DD

Registered Office:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Records Address:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Email Address: CORPORATE@MHRLAW.CA

Directors:

Last Name: CHIVILO
First Name: CHRISTOPHER
Middle Name: PETER
Street/Box Number: BOX 6345
City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1T1

Voting Shareholders:

Legal Entity Name:	W.A. GRAIN HOLDINGS INC.
Corporate Access Number:	2020155541
Street:	BOX 6345
City:	INNISFAIL
Province:	ALBERTA
Postal Code:	T4G1T1
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE SANCTION OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION UNLESS THE PROVISIONS OF A UNANIMIOUS SHAREHOLDERS AGREEMENT, IF ANY, STATE THE CONTRARY
Min Number Of Directors:	1
Max Number Of Directors:	15
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE ATTACHED SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/03/09

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2017/01/09	Incorporate Alberta Corporation

2017/01/09	Change Director / Shareholder
2020/02/22	Update BN
2021/03/09	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2017/01/09
Other Rules or Provisions	ELECTRONIC	2017/01/09

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2021/03/26
Time of Search: 03:33 PM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 35133252
Customer Reference Number: 279839.00144

Corporate Access Number: 2018876124
Business Number: 796845295
Legal Entity Name: 1887612 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2015/03/31 YYYY/MM/DD

Registered Office:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Records Address:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Email Address: CORPORATE@MHRLAW.CA

Directors:

Last Name: CHIVILO
First Name: TRACEY
Street/Box Number: BOX 6345
City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1T1

Last Name: CHIVILO
First Name: CHRIS
Street/Box Number: BOX 6345

City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1T1

Voting Shareholders:

Last Name: CHIVILO FAMILY (2017) TRUST
Street: BOX 6345
City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1S7
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"

Share Transfers Restrictions: NO SHARES SHALL BE TRANSFERRED WITHOUT THE SANCTION OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION UNLESS THE PROVISIONS OF AN UNANIMOUS SHAREHOLDERS AGREEMENT, IF ANY, STATE THE CONTRARY.

Min Number Of Directors: 1

Max Number Of Directors: 15

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: SEE ATTACHED SCHEDULE "B"

Holding Shares In:

Legal Entity Name
ALLMILLS CONSTRUCTION & MAINTENANCE INC.
JACHCO ASSOCIATES TRADING CORPORATION
W.A. GRAIN HOLDINGS INC.
ORIGIN MALTING COMPANY LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/06/04

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2015/03/31	Incorporate Alberta Corporation
2015/03/31	Change Director / Shareholder
2020/02/22	Update BN
2020/06/04	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2015/03/31
Other Rules or Provisions	ELECTRONIC	2015/03/31

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

REGISTRAR OF CORPORATIONS

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2021/03/26
Time of Search: 03:34 PM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 35133271
Customer Reference Number: 279839.00144

Corporate Access Number: 2013094970
Business Number: 853939783
Legal Entity Name: 1309497 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2007/03/22 YYYY/MM/DD

Registered Office:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Records Address:
Street: 1, 5401 - 49 AVENUE
City: OLDS
Province: ALBERTA
Postal Code: T4H1G3

Email Address: CORPORATE@MHRLAW.CA

Directors:

Last Name: CHIVILO
First Name: CHRISTOPHER
Middle Name: PETER
Street/Box Number: BOX 6345
City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1T1

Voting Shareholders:

Legal Entity Name: W.A. GRAIN HOLDINGS INC.
Corporate Access Number: 2020155541
Street: BOX 6345
City: INNISFAIL
Province: ALBERTA
Postal Code: T4G1T1
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
BASHAW PROCESSORS	TN17086356
NEW LEAF ESSENTIALS	TN18929414
PARKLAND (ALBERTA) COMMODITIES	TN16119133
PARKLAND (SASKATCHEWAN) COMMODITIES	TN17589854
PARKLAND COMMODITIES	TN17589847
W.A. GRAIN & PULSE SOLUTIONS	TN13451018

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/06/12

Filing History:

List Date (YYYY/MM/DD)	Type of Filing

2007/03/22	Incorporate Alberta Corporation
2010/04/19	Change Director / Shareholder
2013/11/14	Change Address
2020/02/19	Update BN
2020/06/12	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/03/22
Restrictions on Share Transfers	ELECTRONIC	2007/03/22
Other Rules or Provisions	ELECTRONIC	2007/03/22

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

REGISTRAR OF CORPORATIONS

PEI Business / Corporate Registry

Please note: You may need to search two corporate registries until we fully transition to our new online registry system.

If the business name you are searching does not appear below, please continue your search at PEI Corporate Registry – Original.

Business Type	Incorporated
Business Number	729219899
Entity Name	NEW LEAF ESSENTIALS (EAST) LTD.
Entity Secondary Name	
Registration Date	January 24, 2017
Registration Number	19111
Status	Active
Corporation Type	Non-distributing
Last Return Date	January 24, 2020
Address	4 SLEMON PARK DR Apt, Suite, Bldg. (optional)SLEMON PARK, Prince Edward Island C0B 2A0
End Date	
Amalgamated Name	
Converted From	
Converted To	
Former Name(s)	
Nature of Business	Manufacturer and processor of agricultural products
Continued From	
Discontinued To	
Gazette Date	
Revival Date	
Directors and Shareholders	Christopher P Chivilo - Director, President, Secretary, Treasurer
Trade Names	

Published date: March 6, 2020

Justice and Public Safety

General Inquiries

Consumer, Corporate and Insurance Division
1st Floor, Shaw Building (North Entrance)
105 Rochford Street
PO Box 2000
Charlottetown, PE C1A 7N8

Phone: 902-368-4550
Fax: 902-368-5283

ccs@gov.pe.ca

THIS IS EXHIBIT "**B**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Phone: 403-314-2698
Fax: 403-341-8969

November 9, 2020

WA Grain Holdings Inc.
Box 6345 5041 - 50th Street
Innisfail, AB T4G 1T1

1309497 Alberta Ltd.
o/a WA Grain & Pulse Solutions
Box 6345 5041 - 50th Street
Innisfail, AB T4G 1T1

New Leaf Essentials (West) Ltd.
Box 6345 5041 - 50th Street
Innisfail, AB T4G 1T1

Attn: Chris Chivilo

Dear Sirs:

ATB Financial ("**ATB**") has approved and offers the credit facilities on the terms and conditions described in the attached Commitment Letter and accompanying schedules (this "**Agreement**") on and subject to the terms and conditions set forth in this Agreement. This Agreement amends and restates in its entirety the amended and restated commitment letter dated January 13, 2020 among ATB, the Borrowers and the Guarantors, as amended by an amending agreement dated March 31, 2020, as further amended by a loan amending agreement dated April 23, 2020, as further amended by a third loan amending agreement dated June 11, 2020, and as further amended by a fourth loan amending agreement dated August 17, 2020 (collectively, the "**Existing Commitment Letter**"). Any borrowings outstanding under the Existing Commitment Letter are deemed to be Borrowings under this Agreement under the related facility referenced in this Agreement and all security provided for such Borrowings is confirmed as provided herein.

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below (whether in original ink, by facsimile or in another electronic format), by 4:00 p.m. on or before November 20, 2020 or our offer will automatically expire. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business.

Yours truly,

ATB FINANCIAL

DocuSigned by:

By: E8DEADD800DB4C4...
Jamie Stober, Director

DocuSigned by:

By: 9EC2F3F6BE244B2...
Wayne Skeels, Portfolio Manager

Encl.

Accepted this ____ day of 2020-11-09 | 2:53 PM PST, 2020

WA Grain Holdings Inc.

DocuSigned by:

Per: _____
F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Borrower)

1309497 Alberta Ltd.

DocuSigned by:

Per: _____
F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Borrower)

New Leaf Essentials (West) Ltd.

DocuSigned by:

Per: _____
F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Borrower)

Each of the undersigned, in their capacity as a Guarantor of the Borrowers, acknowledges and agrees to the terms of this Agreement as of this ___ day of 2020-11-09 | 2:53 PM PST, 2020, and acknowledges that Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security therefor) other than as expressly set forth in this Agreement and that such guarantee is confirmed. Each of the undersigned further acknowledges that this Agreement and the documents referred to in this Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the

undersigned's liability in any way.

DocuSigned by:
F4B7C0C279B9483...
Christopher Chivilo

DocuSigned by:
4017DC0FB11C440...
Tracey Chivilo

1887612 Alberta Ltd.

DocuSigned by:
Per: F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Guarantor)

1309497 Alberta Ltd.

DocuSigned by:
Per: F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Guarantor)

New Leaf Essentials (West) Ltd.

DocuSigned by:
Per: F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Guarantor)

New Leaf Essentials (East) Ltd.

DocuSigned by:
Per: F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Guarantor)

WA Grain Holdings Inc.

DocuSigned by:
Per: F4B7C0C279B9483...
Name:
Title:

Per: _____
Name:
Title:

(We have authority to bind the Guarantor)

COMMITMENT LETTER

LENDER: ATB FINANCIAL

BORROWERS: WA GRAIN HOLDINGS INC.
1309497 ALBERTA LTD.
NEW LEAF ESSENTIALS (WEST) LTD.

GUARANTORS: WA GRAIN HOLDINGS INC.
1309497 ALBERTA LTD.
NEW LEAF ESSENTIALS (WEST) LTD.
NEW LEAF ESSENTIALS (EAST) LTD.
1887612 ALBERTA LTD.
CHRISTOPHER CHIVILO
TRACEY CHIVILO

1) **FACILITIES (each referred to as a "Facility")**

a) **FACILITY #1 - OPERATING LOAN FACILITY (REVOLVER) – CDN. $10,000,000.00**

i) ***AMOUNT AND TYPE***

Facility #1 is available by way of:
- Prime-based loans in Canadian dollars
- Letters of Credit (to an aggregate maximum of $100,000) in Canadian

Facility #1 is to be used for the general corporate purposes of the Borrowers.

Notwithstanding the authorized amount of Facility #1 (and except as otherwise provided in section 1(a)(iii) hereof), advances will be limited to the amount (the "**Margin Limit**") equal to the lesser of:

- the maximum principal amount of Facility #1; and

- the amount of the most recent Borrowing Base determined hereunder.

ii) ***INTEREST RATES AND PREPAYMENT***

Pricing applicable to Facility #1 is as follows:
- Prime-based loans: Interest is payable in Canadian dollars at Prime plus 4.00% per annum
- Letters of Credit: Fee is to be quoted by Lender at time of issuance.

Non-refundable facility fee calculated at a rate of 0.35% per annum is payable monthly in Canadian dollars on the last day of each month, calculated daily on the unused portion of the authorized amount of Facility #1.

Facility #1 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.

iii) ***REPAYMENT***

Facility #1 is payable in full on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at any time without notice.

Facility #1 may revolve in multiples as permitted by this Agreement, and Borrowers may borrow, repay, reborrow and convert between types of Borrowings, up to the amount and subject to the notice periods provided in this Agreement.

b) **FACILITY #2 – NON-REVOLVING REDUCING FACILITY – CDN. $2,383,919**

i) ***AMOUNT AND TYPE***

Facility #2 is available by way of:
- Prime-based loans in Canadian dollars

Facility #2 is to be used to pay down the operating loan facility from the WA Grain Commitment Letter.

Facility #2 has been drawn and there are no further draws available.

Facility #2 is non-revolving. Amounts repaid may not be reborrowed, but Borrowers may convert between types of Borrowings subject to the notice periods provided in this Agreement.

ii) ***INTEREST RATES AND PREPAYMENT***

Pricing applicable to Facility #2 is as follows:
- Prime-based loans: Interest is payable in Canadian dollars at Prime plus 4.00 % per annum

Facility #2 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.

iii) ***REPAYMENT***

Facility #2 is payable in full on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at any time without notice.

Notwithstanding the foregoing, until demand, Borrowers shall make blended payments of $28,962.74 per month on the last day of each month to be applied at Lender's option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under Facility #2 being due and payable on demand. Payment amounts are, if necessary, subject to adjustment by Lender on notice to Borrowers to ensure the original amortization period of 123 months is maintained.

c) **FACILITY #3 – NON-REVOLVING REDUCING FACILITY – CDN. $200,358**

i) ***AMOUNT AND TYPE***

Facility #3 is available by way of:
- Prime-based loans in Canadian dollars

Facility #3 is to be used for capital expenditures for the Bowden Plant.

Facility #3 has been drawn and there are no further draws available.

Facility #3 is non-revolving. Amounts repaid may not be reborrowed, but Borrowers may convert between types of Borrowings subject to the notice periods provided in this Agreement.

ii) ***INTEREST RATES AND PREPAYMENT***

Pricing applicable to Facility #3 is as follows:

- Prime-based loans: Interest is payable in Canadian dollars at Prime plus 4.00 % per annum

Facility #3 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.

iii) ***REPAYMENT***

Facility #3 is payable in full on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at any time without notice.

Notwithstanding the foregoing, until demand, Borrowers shall make blended payments of $34,786.13 per month on the last day of each month, to be applied at Lender's option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under Facility #3 being due and payable on demand. Payment amounts are, if necessary, subject to adjustment by Lender on notice to Borrowers to ensure the original amortization period of 15 months (from February 1, 2020) is maintained.

d) **FACILITY #4 - NON-REVOLVING REDUCING FACILITY - CDN. $2,913,434 ("EDC-BCAP TERM LOAN")**

i) ***AMOUNT AND TYPE***

Facility #4 is available by way of:

- Prime-based loans in Canadian dollars

Facility #4 is to assist with working capital shortage as a result of COVID-19 and be used exclusively to provide additional liquidity to the Borrowers to finance the Borrowers' business/commercial operations, which may include:

- normally-scheduled principal and interest payments;

- repayment of temporary advances or borrowing excesses on existing facilities advanced by Lender to the Borrowers since March 1, 2020; and/or

- ordinary course of business lease, equipment or supplier financing payments.

For certainty, this does not include, other than as specifically indicated above, any payments which would result in a permanent reduction to a previously-established credit facility or any accelerated principal repayments.

The EDC-BCAP Term Loan cannot be used to repay or refinance existing debt obligations of the Borrowers other than those indicated above or for any other purpose, including to make shareholder contributions, shareholder loans, buy back stock, issue stock options, or pay any bonuses or increase executive compensation.

Facility #4 has been drawn and there are no further draws available.

Facility #4 is non-revolving. Amounts repaid may not be reborrowed, but Borrowers may convert between types of Borrowings in accordance with, and subject to the notice periods provided in, this Agreement.

ii) ***INTEREST RATES AND PREPAYMENT***

Pricing applicable to Facility #4 is as follows:

- Prime-based loans: Interest is payable in Canadian dollars at Prime plus 4.0% per annum

Facility #4 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.

iii) ***REPAYMENT***

Facility #4 is payable in full on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at any time without notice.

Notwithstanding the foregoing, until demand, Borrowers shall make blended payments of $103,000 per month on the last day of each month, to be applied at Lender's option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under Facility #4 being due and payable on demand. Payment amounts are, if necessary, subject to adjustment by Lender on notice to the Borrowers to ensure the original amortization period of 36 months (from June 30, 2020) is maintained.

e) **OTHER FACILITIES – CORPORATE MASTERCARD**

Corporate Mastercard facilities are available to a maximum of $100,000.00. Corporate Mastercard fees are detailed in the Corporate Mastercard documentation.

f) **OTHER FACILITIES – CASH MANAGEMENT, FOREIGN EXCHANGE, INTEREST RATE AND COMMODITY DERIVATIVES**

At Borrowers' request, Lender may enter into cash management contracts and Swaps in compliance with the provisions in this agreement with the Borrowers from time to time. Lender makes no commitment to enter into any such contract or Swap and may at any time in its sole discretion decline to enter into any such contract or Swap.

2) **FEES**

(a) Non-refundable amendment fee of $5,000 is payable on acceptance of this offer.

(b) Non-refundable renewal fee of 10 bps is payable annually.

(c) A monthly fee of $250.00 is payable for margining.

(d) Established credit facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.

(e) For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrowers will be subject to a fee of $250 per month for each late reporting occurrence.

(f) A non-refundable fee of 1.8% of the authorized principal amount of the EDC-BCAP Term Loan, payable annually on June 29 for the term of the EDC-BCAP Term Loan.

Lender is hereby authorized to debit any of the Borrowers' current account for any unpaid portion of any fees due under this Agreement.

3) **SECURITY DOCUMENTS**

All security documents (whether held or later delivered) (collectively, the "**Security Documents**") shall secure all Facilities and all other obligations of the Borrowers to Lender (whether present or future, direct or indirect, contingent or matured). The parties acknowledge that the following Security Documents are currently held:

(a) General Security Agreement from WA Grain Holdings Inc. providing a security interest over all present and after acquired personal property and a floating charge on all lands;

(b) General Security Agreement from 1309497 Alberta Ltd. providing a security interest over all present and after acquired personal property and a floating charge on all lands;

(c) General Security Agreement from New Leaf Essentials (West) Ltd. providing a security interest over all present and after acquired personal property and a floating charge on all lands;

(d) Mortgage of Lease from New Leaf Essentials (West) Ltd. in the amount of $3,930,000 constituting a first fixed charge on the lands located at Plan 2369JK (SW ¼ SEC 23, 34-1-5);

(e) General Security Agreement from 1887612 Alberta Ltd. providing a security interest over all present and after acquired personal property and a floating charge on all lands;

(f) General Security Agreement from New Leaf Essentials (East) Ltd. providing a security interest over all present and after acquired personal property and a floating charge on all lands;

(g) ISDA Master Agreement from 1309497 Alberta Ltd.;

(h) Assignment of Insurance from 1309497 Alberta Ltd.;

(i) Assignment of Insurance from New Leaf Essentials (West) Ltd.;

(j) Continuing Guarantee from WA Grain Holdings Inc. for the obligations of New Leaf Essentials (West) Ltd. and 1309497 Alberta Ltd.;

(k) Continuing Guarantee from 1309497 Alberta Ltd. for the obligations of WA Grain Holdings Inc. and New Leaf Essentials (West) Ltd.;

(l) Continue Guarantee from New Leaf Essentials (West) Ltd. for the obligations of WA Grain Holdings Inc. and 1309497 Alberta Ltd.;

(m) Continuing Joint and Several Guarantee from Christopher Chivilo and Tracey Chivilo for the obligations of the Borrowers;

(n) Continue Guarantee from 1887612 Alberta Ltd. for the obligations of the Borrowers;

(o) Continue Guarantee from New Leaf Essentials (East) Ltd. for the obligations of the Borrowers; and

(p) Confirmation and Reaffirmation from the Borrowers and Guarantors.

The Loan Parties hereby acknowledge and agree that, notwithstanding anything contained in this Agreement, each of the Security Documents previously granted by the Loan Parties for the benefit of Lender in connection with the Existing Commitment Letter continue in full force and effect, without in any way impairing or derogating from any of the mortgages, pledges, charges, assignments, security interests and covenants therein contained or thereby constituted, as continuing security for all indebtedness, liabilities and obligations of the Loan Parties to Lender howsoever arising or incurred, including, without limitation, in connection with this Agreement. The Loan Parties acknowledge and agree that Lender is relying on this Section 3 in connection with its commitments under this Agreement and further acknowledges and agrees that references in the Security Documents to the "Commitment Letter", the "Loan Agreement" or the "Credit Agreement" (as applicable) shall include this Agreement, as the same may be amended, modified, supplemented, restated or replaced, from time to time, and the other documents, instruments and agreements entered into pursuant thereto.

The Security Documents are to be registered in the following jurisdictions: Alberta, Saskatchewan and Prince Edward Island.

4) CONDITIONS PRECEDENT

It is a condition precedent to each advance under this Agreement that, at the time of such advance, all representations and warranties in this Agreement must be true and correct in all material respects as if made on such date, and there must be no default under any Loan Document.

In addition, no Facilities will be available until the following conditions precedent have been satisfied, unless waived by Lender:

(a) Lender has received all Security Documents and all registrations and filings have been completed in Alberta, Saskatchewan and Prince Edward Island in all cases in form and substance satisfactory to Lender;

(b) The Loan Parties have provided to Lender all duly enacted corporate resolutions authorizing the execution, delivery and performance of the Loan Documents, an officer's certified copy of its governing documents, and a certificate of incumbency;

(c) Lender has received evidence of the receipt by each Loan Party of all necessary consents and approvals required from any Governmental Authority or any other Person for the entry into, execution and delivery of the Loan Documents and the performance of its obligations under the Loan Documents;

(d) Lender has received a satisfactory legal opinion from counsel to the Loan Parties addressing:

i) the due authorization, execution, delivery and enforceability of the Loan Documents;

ii) if applicable and if required by Lender, the continued validity and enforceability of all guarantees, security and other documents previously executed and delivered by each Loan Party to Lender and confirming that all such documents continue to be in compliance with all financial assistance laws and fraudulent conveyance laws of its jurisdiction of incorporation; and

iii) any other matters that may be reasonably requested by Lender;

(e) Lender has not received written notice of any execution, lien, trust, charge or encumbrance affecting the assets charged by the security created by the Security Documents (other than Permitted Encumbrances);

(f) Lender has received a satisfactory certificate of insurance issued by Borrowers' insurance broker in respect of all policies required to be maintained by Borrowers (or to be maintained upon the acquisition of the applicable assets) which are to name Lender as first loss payee under all property damage policies and additional insured, as its interest may appear, in respect of all liability policies;

(g) Borrowers have provided Lender with a list of all existing Material Contracts, as well as certified copies of all Material Contracts it may request from that list. Lender will be satisfied that all Material Contracts are in full force and effect and that no Loan Party is in default under any of them;

(h) All security interests charging any asset of a Loan Party have been discharged, other than security interests in favour of Lender and Permitted Encumbrances;

(i) Lender has received from Borrowers:

i) an executed Borrowing Base Certificate, as required, demonstrating an acceptable Borrowing Base on the date of the initial borrowing to support all Borrowings requested on that date; and

ii) an executed Compliance Certificate confirming that Borrowers are in compliance with all the terms and conditions of this Agreement prior to initial drawdown and that all representations and warranties continue to be true and correct in every material respect prior to initial drawdown;

(j) Borrowers have executed and delivered all of Lender's standard form account opening documentation required to establish current accounts and all documentation necessary to comply with applicable AML Laws, "know your client" and domestic and foreign tax laws including applicable Foreign Account Tax Compliance Act documentation;

(k) Lender has received payment of all fees due in respect of this Agreement;

(l) Lender is satisfied as to:

i) the value of each Loan Party's assets and financial condition;

ii) each Loan Party's ability to carry on business and repay any amount owed to Lender from time to time; and

iii) each Loan Party's organizational and capital structure including Subsidiaries, affiliates and ownership, whether direct or indirect;

(m) Lender has received the authorizations and supporting documents set out in Section 11 of this Agreement;

(n) Lender has received from Export Development Canada (EDC) a "Confirmation of Successful Application" email or other written notification confirming that the Borrowers are eligible for a guarantee from EDC under the EDC BCAP Guarantee Program sent by EDC to the

Borrowers and Lender in response to the EDC BCAP Guarantee application submitted by the Borrowers to EDC online at https://www.edc.ca/en/campaign/bcap-guarantee.html;

(o) Lender has received from Borrowers a Declaration and Acknowledgement, in form and content satisfactory to Lender and same having been duly completed by the Borrowers;

(p) Lender has received from each Guarantor a Waiver, in form and content satisfactory to Lender and same having been duly completed by each such Guarantor; and

(q) Lender has received any other documents as Lender has reasonably requested.

The above conditions are inserted for the sole benefit of Lender, and may be waived by Lender in whole or in part (with or without terms or conditions) in respect of any particular Borrowing, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of Lender to insist on the satisfaction of such waived condition in future.

5) POSITIVE COVENANTS

Each Loan Party covenants with Lender that, it will do and perform the following covenants (to the extent applicable to it). If any such covenant is to be done or performed by a Guarantor, Borrowers also covenant with Lender to cause Guarantor to do or perform such covenant.

(a) Borrowers will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;

(b) Borrowers will ensure that at least 95% of its consolidated assets are held by those Loan Parties which have provided security in favour of Lender;

(c) Borrowers will use the proceeds of the Facilities only for the purposes as set out in this Agreement or as otherwise approved by Lender;

(d) Each Loan Party will maintain its valid existence as a corporation or partnership, as the case may be, and in all material respects, will maintain all licenses and authorizations required from regulatory or Governmental Authorities or agencies to permit it to carry on its business, including, without limitation, any licenses, certificates, permits and consents for the protection of the environment;

(e) Each Loan Party will maintain its books of account and records relative to the operation of its business and financial condition in accordance with GAAP;

(f) Each Loan Party will maintain and defend title to all of its property and assets, will maintain, repair and keep in good working order and condition all of its property and assets and will continuously carry on and conduct its business in a proper, efficient and businesslike manner;

(g) Each Loan Party will maintain types and amounts of insurance satisfactory to Lender with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security and additional insured, as its interest may appear, on all liability insurance, and promptly advise Lender in writing of any significant loss or damage to its property, and each Loan Party will provide evidence of insurance to Lender:

i) in situations where Lender has taken a fixed charge on an asset or property whether on real property or personal property; and

ii) in all other situations, on request.

Lender reserves the right to conduct an independent review of any Loan Party's insurance coverage, at the reasonable expense of Borrowers;

(h) Each Loan Party will permit Lender, by its officers or authorized representatives at any reasonable time and on reasonable prior notice, to enter its premises and to inspect its plant, machinery, equipment and other real and personal property and their operation, and to examine and copy all of its relevant books of accounts and records;

(i) Each Loan Party will, in all material respects, remit all sums when due to tax and other Governmental Authorities (including, without limitation, any sums in respect of employees and GST), and upon request, will provide Lender with such information and documentation in respect thereof as Lender may reasonably require from time to time;

(j) Each Loan Party will comply in all material respects with all Applicable Laws, including without limitation, environmental laws;

(k) Borrowers will promptly advise Lender in writing, giving reasonable details, of:

i) the discovery of any contaminant or any spill, discharge or release of a contaminant into the environment from or upon any property of a Loan Party which would reasonably be expected to have a material impact on its business;

ii) any event which constitutes, or which with notice, lapse of time or both, would constitute a breach of any provision hereof;

iii) each event which has or is reasonably expected to have a material impact on the business of a Loan Party;

iv) any Material Adverse Change regarding any Loan Party, or of any material loss, destruction or damage to its properties and assets; and

v) the opening or establishment of an account, or decision to make use of an existing account, with another financial institution through which any of the Borrowers intend to conduct its primary banking operations;

(l) Each Loan Party undertakes that, upon request from Lender, such Loan Party will grant a fixed mortgage and charge to Lender on any or all real property of that Loan Party so designated by Lender. Borrowers shall promptly provide to Lender all information reasonably requested by Lender to assist it in that regard. Borrowers acknowledge that this undertaking constitutes present and continuing security in favour of Lender, and that Lender may file such caveats, security notices or other filings in regard thereto at any time and from time to time as Lender may determine;

(m) Each Loan Party shall deliver forthwith to Lender any financial statements and other information as required in this Agreement;

(n) Each Loan Party will fully pay its respective monetary obligations when due and perform its respective obligations under all leases and agreements relating to each leased location of any material asset charged by the Security Documents;

(o) Each Loan Party will maintain in effect policies and procedures designed to promote compliance by such Loan Party, its Subsidiaries, and their respective directors, officers,

employees and agents with all applicable Sanctions, AML Laws and Anti-Corruption Laws; and

(p) Borrowers shall complete, and shall provide Lender with written confirmation of, the following events:

(i) repayment of the balance of $432,000 remaining on the advance made by 1309497 Alberta Ltd. to Origin Malting Company Ltd., to be provided on or before April 30, 2021;

(ii) repayment of the balance of $216,000 remaining on the advance made by 1309497 Alberta Ltd. to Allmills Construction and Maintenance Inc., to be provided on or before April 30, 2021; and

(iii) repayment of the balance of $104,700 remaining on the advance made by 1309497 Alberta Ltd. to Criblage F.M. Inc., to be provided on or before April 30, 2021.

6) NEGATIVE COVENANTS

Each Loan Party covenants with Lender that it will not do any of the following without the prior written consent of Lender. If a Guarantor is not to do an act, Borrowers also covenant with Lender not to permit Guarantor to do such act.

(a) A Loan Party will not create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;

(b) A Loan Party will not create, incur, assume or allow to exist any Indebtedness other than:

i) trade payables incurred in the ordinary course of business;

ii) any Indebtedness owing to another Loan Party (but only if that Loan Party has provided the Security Documents required by Lender);

iii) any Indebtedness secured by a Permitted Encumbrance;

iv) any unsecured advances from affiliates/shareholders which are postponed in all respects to the Facilities; and

v) any Indebtedness owing to Lender;

(c) A Loan Party will not sell, assign, transfer, convey, lease (as lessor), contribute or otherwise dispose of, or grant options, warrants or other rights with respect to any assets except:

i) inventory sold, leased or disposed of in the ordinary course of business;

ii) obsolete equipment which is being replaced with equipment of an equivalent value;

iii) assets sold, leased or disposed of to another Loan Party (but only if that Loan Party has provided the Security Documents required by Lender); and

iv) assets sold, leased or disposed of during a fiscal year having an aggregate fair market value not in excess of $100,000 for such fiscal year;

(d) A Loan Party will not provide financial assistance (by means of a loan, guarantee or otherwise) to any Person other than:

(i) financial assistance provided by WA Grain Holdings Inc. and/or 1309497 Alberta Ltd. to Criblage F.M. Inc. in the aggregate amount of $104,700;

(ii) financial assistance provided by 1309497 Alberta Ltd. to Origin Malt Company Ltd. in the amount of $432,000;

(iii) financial assistance provided by 1309497 Alberta Ltd. to Allmills Construction and Maintenance Inc. in the amount of $216,000;

(iv) financial assistance provided by 1309497 Alberta Ltd. to 1887612 Alberta Ltd. in the amount of $13,000; or

(v) as permitted under clause (b) above;

(e) A Loan Party will not pay any amount to or for the benefit of shareholders or Persons associated with shareholders (within the meaning of the *Business Corporations Act* (Alberta)), whether by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise:

i) following the occurrence of and during the continuance of any event which constitutes a breach of any provision hereof; or

ii) if making such payment would reasonably be expected to result in a breach of any provision hereof;

(f) A Loan Party will not redeem, purchase or otherwise acquire, retire or pay out any of its present or future share capital other than to another Loan Party;

(g) A Loan Party will not amalgamate, consolidate, or merge with any Person other than a Loan Party and then only if no default is then in existence under this Agreement or would thereafter be in existence;

(h) A Loan Party will not consent to or facilitate a Change of Control other than as consented to in writing by Lender;

(i) A Loan Party will not acquire any assets in, or move or allow any of its assets to be moved to, a jurisdiction where Lender has not registered or perfected the Security Documents;

(j) A Loan Party will not change the present nature of its business in any material respect;

(k) A Loan Party will not enter into any Swap outside the ordinary course of its business or for speculative purposes (determined, where relevant, by reference to GAAP); provided that, without limiting the generality of the foregoing, the following shall be deemed to be Swaps entered into outside of the ordinary course of business or entered into for speculative purposes:

i) any Interest Swap if the Equivalent Amount in Canadian Dollars of the notional amount of indebtedness under such Interest Swap together with the Equivalent Amount in Canadian Dollars of the notional amount of all other Interest Swaps then in effect in respect of the Loan Parties exceeds the underlying exposure to the risk

hedged or sought to be hedged by such Interest Swap at the time such Interest Swap is entered into;

ii) any Commodity Swap;

iii) any Currency Swap if the aggregate amount hedged under all Currency Swaps at the time any such Currency Swap is entered into exceeds the Loan Parties' U.S. Dollar underlying exposure, whether direct or indirect, to the risk hedged or sought to be hedged by such Currency Swap at the time such Currency Swap is entered into;

iv) any Interest Swap or Currency Swap having a term from its inception to maturity exceeding two years; and

v) any Swap in respect of which a security interest or lien is granted, except for Permitted Encumbrances;

and to the extent the Borrowing Base includes any value for any Swap, such Swap shall not be terminated by the applicable Loan Party without the prior written consent of Lender except at its maturity and in accordance with its terms;

(l) A Loan Party will not, in any material respects, allow any pollutant (including any pollutant now on, under or about such land) to be placed, handled, stored, disposed of or released on, under or about any of its lands unless done in the normal course of its business and then only as long as it complies with all Applicable Laws including without limitation, environmental laws, in placing, handling, storing, transporting, disposing of or otherwise dealing with such pollutant;

(m) Subject to any restrictions on the utilization of Borrowings under a Facility provided in connection with a guarantee provided by Export Development Canada under the EDC Business Credit Availability Program, the Borrowers will not utilize Borrowings to finance an unsolicited acquisition of more than 10% of the aggregate outstanding securities of any entity that is publicly traded, or the facilitation, assistance or participation in an acquisition of such securities, where the board of directors or like body of such entity, or the holders of all of the securities of such entity, have not approved, accepted or recommended to its securityholders acceptance of such acquisition;

(n) Except to another Loan Party, a Loan Party will not make any payments of principal, interest, fees or costs on account of any Subordinated Debt prior to the permanent repayment in full of the Borrowings;

(o) A Loan Party will not enter into any transactions with its Subsidiaries or affiliates for goods or services unless entered into on commercially reasonable terms;

(p) A Loan Party will not, directly or indirectly:

i) acquire or form any Subsidiary or become a partner in any partnership or a participant in any joint venture without ensuring that such Subsidiary, partnership or joint venture concurrently provides an unlimited and unconditional guarantee of the Facilities and security charging all of its present and after-acquired assets, together with a satisfactory opinion of its counsel as to the enforceability of that guarantee and security; or

ii) make any equity investment in, or purchase or otherwise acquire or hold any equity securities of, any other Person other than another Loan Party;

(q) No part of the proceeds of the Facilities will be used, directly or indirectly:

i) in any manner that would result in a violation of any Sanction; or

ii) in violation of any applicable AML Laws or Anti-Corruption Laws;

(r) Subject to any restrictions on the utilization of Borrowings under a Facility provided in connection with a guarantee provided by Export Development Canada under the EDC Business Credit Availability Program, a Loan Party will not use the proceeds (or permit any other Subsidiary to use the proceeds) of any Borrowing to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by the Loan Party or any Subsidiary in an amount, in the aggregate between all such parties, greater than $500,000 (or the equivalent amount in any other currency), but excluding therefrom cash or cash equivalents accumulated or maintained therein for a specified business purpose (other than simply accumulating a cash reserve), and, for certainty, Lender may refuse to make any requested advance which Lender, acting reasonably, determine would result in a contravention of this Section 6(r);

(s) A Loan Party will not acquire or at any time directly or indirectly own, lease, operate or otherwise conduct any business relating to Cryptocurrency Assets;

(t) Borrowers will not pay dividends to the shareholders (common or preferred) of the Borrowers; and

(u) 1309497 Alberta Ltd. shall not make any changes or revisions to the coverage provided in the 130 Policy.

7) REPORTING COVENANTS

Borrowers will provide to Lender:

(a) within 120 days after the end of each of its fiscal years:

i) financial statements of Borrowers on an review engagement basis and on a consolidated basis prepared by a firm of qualified accountants. If audited financial statements are not currently required, Lender reserves the right to require audited financial statements;

ii) a Compliance Certificate in the form attached hereto as Schedule "A";

iii) an environmental questionnaire and disclosure statement in the form requested by Lender; and

iv) consolidated annual capital and revenue budgets from the Borrowers for the next following fiscal year;

(b) annually, on or before February 1 of each year, evidence of ongoing license registration for WA Grain Holdings Inc. and 1309497 Alberta Ltd. with the Canadian Grains Commission;

(c) within 20 days following the end of each of fiscal quarter, on a consolidated basis of all Borrowers, a written update with respect to any and all current or expected, whether beneficial or adverse, changes to the import restrictions and geopolitical environment of the countries in which the Borrowers operate in or export to that have, or are expected to, affect the operations of any of the Borrowers;

(d) within 20 days following the end of each of its first 11 fiscal months:

i) internally produced financial statements of Borrowers for that month, which shall include, but is not limited to, monthly variance reports;

ii) a Compliance Certificate of Borrowers in the form attached hereto as Schedule "A";

iii) a Borrowing Base Certificate in the form attached hereto as Schedule "F";

iv) consolidated listing and report, and separate listing and report for each business location of Borrowers, certified by a senior officer of Borrowers, of, as at the end of such month:

a) aged accounts payable (with third party processors and storage highlighted);

b) accounts receivables;

c) statements of Inventory value;

d) Outstanding Elevator Receipts and Outstanding Grain Receipts;

e) outstanding cheques to producers or resellers in Canada and the United States that have been delivered but not yet cashed and cleared; and

f) Outstanding Scale Tickets and issued Cash Purchase Tickets for which an Elevator Receipt or Grain Receipt has not been produced,

and together with, for the foregoing items (d) to (f), specifically identifying: (i) the location of the premises into which any grain is received, including identifying whether it is received in a premises in the Western Division or Eastern Division, (ii) the location of where the subject grain is grown, including whether it is grown in the Western Division, Eastern Division or the United States, (iii) the location of where the grain will be re-sold or distributed, (iv) how many days since the product was received and/or delivered, and (v) where any product has been received in the past 30 days where: (x) the location of the premises into which any grain is received is in the Eastern Division, (y) outstanding cheques to producers or resellers in Canada and the United States have been delivered but not yet cashed and cleared, and (z) in the case of Cash Purchase Tickets;

v) accounts receivable listing from client/EDC must segregate insured accounts from uninsured accounts and also indicate:

a) approved insurance amount;

b) if a claim has been filed with EDC;

c) if an account is in dispute;

d) amounts (if any) that the Borrowers owe the debtor (such as accounts payable to the same party); and

e) reports to be designed so as to capture any other unique aspects of the policy that would potentially limit the amount of the claim; and

vi) monthly management discussion and analysis reports by the Borrowers;

(e) on request from Lender, a consolidated listing of any Inventory of the Borrowers that has been unpaid for over 15 days;

(f) on request from Lender, personal net worth statements and tax return of Christopher and Tracey Chivilo;

(g) on request from Lender, a copy of the current insurance policy for licensee of the Canadian Grain Commission held by 1309497 Alberta Ltd. issued by the Guarantee Company of North America (the "**130 Policy**");

(h) on request, any further information regarding its assets, operations and financial condition that Lender may from time to time reasonably require; and

(i) on request from Lender, any additional information required and reasonably requested by Lender to complete a credit review for submission to Export Development Canada to renew the Guarantee (as defined below).

8) **FINANCIAL COVENANTS**

Borrowers will not at any time, without the prior written consent of Lender, breach the following restrictions, on a consolidated basis:

(a) permit the Borrowers' actual, cumulative EBITDA to fall below the cumulative Projected EBITDA, which shall be calculated quarterly on a cumulative basis;

(b) permit the Borrowers' Current Ratio to fall below 1.25:1, which shall be calculated monthly on a cumulative basis;

(c) permit the Borrowers' Debt to Equity Ratio to exceed 2.50:1 on and after December 31, 2020, which shall be calculated monthly on a cumulative basis;

(d) permit the Borrowers' Fixed Charge Coverage Ratio to fall below 1.15:1, which shall be calculated monthly on a cumulative basis, and which, effective and only for the period commencing on October 31, 2020 and ending on September 30, 2021, shall be calculated monthly on a fiscal year to date basis; and

(e) permit the Borrowers' Unfunded Capital Expenditures to exceed $240,000.00 per fiscal year.

Each of the above financial ratios shall be maintained at all times and tested at the end of each fiscal year, quarter or month as indicated above and shall be detailed in the compliance certificate required to be delivered under this Agreement.

The Borrowers acknowledge and agree that, under the Existing Commitment Letter, they were in breach of: (i) for the quarter ending in July 2020, the financial covenant that the Borrowers' actual, cumulative EBITDA of $2,938,363 cannot fall below the cumulative Projected Monthly EBITDA of $4,032,730; and (ii) for the months of August 2020 and September 2020, the financial covenant that the Borrowers' Debt to Equity Ratio, which were 2.64:1 and 3.07:1 respectively, cannot exceed 2.50:1 (collectively, the "**Breaches**"). Lender hereby agrees to waive the Breaches by the Borrowers, provided that the waiver herein does not constitute a waiver of any other term or condition under the

Existing Commitment Letter or this Agreement, including with respect to any financial covenants (and including relating to EBITDA and the Debt to Equity Ratio) from and after the date hereof.

9) REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to Lender that (to the extent applicable to it):

(a) If a Loan Party is a corporation, it is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Alberta;

(b) If a Loan Party is a partnership, it is a partnership duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta;

(c) Each Loan Party has all necessary power and authority to enter into, deliver and perform its obligations under each of the Loan Documents to which it is a party, to own its properties and assets and to carry on its business as now conducted;

(d) The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party have been duly authorized by all necessary actions and do not violate or conflict with its governing documents or any Applicable Laws or agreements to which it is subject or by which it is bound;

(e) No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any provision of any Loan Document;

(f) The most recent financial statements of Borrowers and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no Material Adverse Change;

(g) Each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than Permitted Encumbrances;

(h) Each Loan Party is in compliance in all material respects with all Applicable Laws including, without limitation, all environmental laws, and there is no existing material impairment to its properties or assets as a result of any environmental damage, except to the extent disclosed in writing to, and acknowledged by, Lender;

(i) Each Loan Party has, in all material respects, filed all tax returns which are required to be filed, paid or made provision for payment (in accordance with GAAP) of all taxes due and payable, and provided adequate reserves (in accordance with GAAP) for the payment of any tax which is being contested;

(j) All factual information furnished by or on behalf of any Loan Party in writing for purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is true and accurate in every material respect as of the date delivered or specified in connection with that information, and that information is not incomplete by the omission of any material fact necessary to make it not misleading;

(k) There are no actions, suits, proceedings, inquiries or investigations existing or, to the knowledge of any Loan Party, pending or threatened, affecting any Loan Party in any court or before or by any federal, provincial, state or municipal or other governmental department, commission, board, tribunal, bureau or agency, Canadian or foreign, which would reasonably be expected to have a material impact on its business;

(l) As at the date hereof, WA Grain Holdings Inc. has the following subsidiaries: 1309497 Alberta Ltd., New Leaf Essential (West) Ltd. and New Leaf Essentials (East) Ltd. The other Borrowers have no Subsidiaries;

(m) Each Loan Party, each Subsidiary of any Loan Party, and each director, officer, employee and agent thereof is in compliance, in all material respects, with all applicable Sanctions, Anti-Corruption Laws and AML Laws; and

(n) No Loan Party, nor any Subsidiary of any Loan Party nor any director, officer, employee or agent thereof is (i) the subject of any Sanction, or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of any Sanction.

Unless expressly stated to be made as of a specific date, the representations and warranties contained in this Agreement will survive the execution and delivery of the Loan Documents, and shall be deemed to be repeated as of the date of each Borrowing and as of the date of delivery of each compliance certificate, subject to modifications made by Borrowers to Lender in writing and accepted by Lender. Lender shall be deemed to have relied upon such representations and warranties at each such time as a condition of making a Borrowing hereunder or continuing to extend the Facilities hereunder until all Facilities have been permanently repaid in full, regardless of any investigation or examination made by Lender or its counsel.

10) NEXT REVIEW DATE

All demand Facilities are subject to review by Lender at any time in its sole discretion and at least annually without limiting Lender's right to make demand at any time. The next annual review date has been set for December 31, 2020 but may be set at an earlier or later date at the sole discretion of Lender.

11) AUTHORIZATIONS AND SUPPORTING DOCUMENTS

Borrowers has delivered or will deliver the following authorizations and supporting documents to Lender:

(a) Corporate Borrowers:

i) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;

ii) Banking resolution in form provided by Lender or otherwise acceptable to Lender;

iii) Certificate of signing authority;

iv) Corporate Mastercard documentation;

v) Environmental questionnaire & disclosure statement; and

vi) Credit information and Alberta Land Titles Office Name Search Consent Form;

(b) Corporate Guarantors:

i) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;

ii) Certificate of signing authority; and

iii) Corporate guarantee resolution;

(c) General:

i) Documents related to AML Laws, government sanction and "know your client" laws;

ii) Opinion from counsel to Borrowers and any Guarantors;

iii) ISDA Master Agreement;

iv) Opinion from counsel to Borrowers regarding ISDA Master Agreement; and

v) Opinion from counsel to Lender.

12) DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS

(a) Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable on the last day of each month.

(b) Other than with respect to overdrafts, Borrowers shall provide notice to Lender in order to request an advance or make a repayment or conversion of Borrowings under this Agreement, as follows:

i) For Borrowings:

a) under Cdn. $5,000,000 – same day notice

b) Cdn. $5,000,000 and over – one Business Day prior written notice

(c) If Letters of Credit are available under the Agreement, the term of each Letter of Credit shall not exceed one (1) year, although automatic extensions thereof (unless notified by Lender) are permitted. On any demand being made by a beneficiary for payment under a Letter of Credit, the amount so paid shall be automatically deemed to be outstanding as a Prime-based loan under the relevant Facility.

(d) Borrowers may cancel the availability of any unused portion of a Facility on five Business Days' notice. Any such cancellation is irrevocable.

(e) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

(f) If the amount of Borrowings outstanding under any Facility, when converted to the Equivalent Amount in Canadian dollars, exceeds the amount available under such Facility, Borrowers shall, unless Lender otherwise agrees in its sole discretion, immediately repay such excess to Lender.

(g) If any amount due under this Agreement is not paid when due, Borrowers shall pay interest on such unpaid amount (including without limitation, interest on interest) if and to the fullest extent permitted by Applicable Law, at a rate per annum 5% greater than the interest rate otherwise payable for such amount under this Agreement.

(h) The branch of Lender (the "**Branch of Account**") where Borrowers maintain an account and through which the Borrowings will be made available is located at the Innisfail Branch, 4962 - 50th Street, Innisfail, Alberta, T4G 1S7. Funds under the Facilities will be advanced into and repaid from account no 832-00768796600 at the Branch of Account, or such other branch or account as Borrowers and Lender may agree upon from time to time.

(i) Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrowers by Lender under this Agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this Agreement. Lender's accounts and records (and any confirmations issued under this Agreement) constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrowers to Lender pursuant to this Agreement.

(j) Borrowers authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrowers for all amounts payable by Borrowers to Lender pursuant to this Agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day, and interest shall accrue accordingly.

(k) If a Financial Market Disruption has occurred, Lender shall have the option exercisable by written notice to Borrowers to refuse any additional funding of any Facility, or to postpone the additional funding of any Facility until, in the reasonable opinion of Lender, the Financial Market Disruption has ceased.

(l) Lender shall have the right to set-off and apply any funds of the Loan Parties (or any of them) deposited with or held by Lender from time to time, and any other indebtedness owing to the Loan Parties by Lender, against any of the amounts outstanding under this Agreement from time to time.

(m) If a Letter to Credit is outstanding at any time that the obligations under the Facilities become immediately due and payable pursuant to the terms of the Agreement, Borrowers will forthwith pay to Lender cash collateral in an amount equal to the maximum undrawn amount of that Letter of Credit. The proceeds of that payment will be held by Lender for set-off against the liability of Borrowers to Lender in respect of that Letter of Credit. Lender will credit Borrowers with interest on these proceeds at the prevailing rate for comparative term deposits maturing on the date that any such Letter of Credit is returned for cancellation by the beneficiary or has expired.

(n) If revolvement of loans is permitted in this Agreement, principal advances and repayments on Prime-based loans are to be in the minimum sum of Cdn. $0.01 or multiples of it.

13) CROSS DEFAULT

Without limiting any other rights Lender may have under this Agreement or under the Other Credit Facilities (as defined below), including the right of Lender to demand repayment at any time irrespective of the occurrence or continuance of a default, in the event that any Facility is being made available to Borrowers, or any of them, in connection with a guarantee provided by Export Development Canada under the EDC Business Credit Availability Program, an Event of Default hereunder shall also be deemed a default under all other credit agreements, credit facilities or borrowings Borrowers, or any of them, now have, or may have, with Lender (collectively "**Other Credit Facilities**") for so long as the EDC-BCAP Term Loan remains in effect and/or any amounts remain owing by Borrowers, or any

of them, to Lender pursuant to the EDC-BCAP Term Loan, with such default entitling Lender to, in addition to any other remedies Lender may have in law or equity, accelerate or demand immediate repayment of all amounts owing pursuant to any or all Other Credit Facilities.

14) **MISCELLANEOUS**

(a) Borrowers acknowledges that the terms of this Agreement are confidential, and Borrowers agree not to disclose the terms hereof or provide a copy hereof to any Person without the prior written consent of Lender, unless and to the extent required by Applicable Law.

(b) All reasonable legal and other costs and expenses incurred by Lender in respect of the Facilities, the Security Documents and other related matters will be paid or reimbursed by Borrowers on demand by Lender, whether or not any Borrowings are made.

(c) All Security Documents will be prepared by or under the supervision of Lender's solicitors, unless Lender otherwise permits. Acceptance of this offer will authorize Lender to instruct Lender's solicitors to prepare all necessary Security Documents and proceed with related matters.

(d) Lender, without restriction, may waive in writing the satisfaction, observance or performance of any of the provisions of this Agreement. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver, except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default, and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled. No delay on the part of Lender in exercising any right or privilege will operate as a waiver of that right or privilege, and no delay or waiver of any failure or default will operate as a waiver of any subsequent failure or default unless made in writing and signed by an authorized officer of Lender.

(e) Borrowers shall reimburse Lender for any additional cost or reduction in income or capital arising as a result of:

i) the imposition of, or increase in, taxes on payments due to Lender under this Agreement (other than taxes on the overall net income of Lender);

ii) the imposition of, or increase in, any reserve or other similar requirement; or

iii) the imposition of, or change in, any other condition affecting the Facilities imposed by any Applicable Law or the interpretation thereof;

all provided Lender is or will be generally claiming similar compensation from its other borrowers in similar circumstances and no more than 180 days have passed since the date of such imposition, increase or change.

(f) Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter, in each case all as the context and the nature of the parties requires.

(g) Where more than one Person is liable as a Borrower (or as a Guarantor) for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several with each other such Person, provided however that in the event that the Facility is

being made available to the Borrowers in connection with a guarantee provided by Export Development Canada under the EDC Business Credit Availability Program, "Guarantor" (for the purposes of this Section 14(g)) shall not include Export Development Canada.

(h) If any portion of this Agreement is held invalid or unenforceable in any jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law and any such invalidity or unenforceability will not invalidate or render unenforceable that provision in any other jurisdiction. To the extent that any provision of any of the Security Documents conflict or are inconsistent with any of the provisions of this Agreement, this Agreement shall govern and prevail to resolve any such conflict or inconsistency in any and all circumstances, such that the provisions of this Agreement shall be paramount to and supersede the conflicting or inconsistent provision of the Security Documents.

(i) Where the interest rate of a credit is based on Prime, the applicable rate on any day will depend on the Prime rate in effect on that day, as applicable. The statement by Lender as to Prime and as to the rate of interest applicable to a credit on any day will be binding and conclusive for all purposes.

(j) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable under this Agreement bears interest after as well as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Borrowers waives the provisions of the *Judgment Interest Act* (Alberta). Borrowers confirm that they fully understand and are able to calculate the rate of interest applicable to each of the Facilities and all Borrowings based on the methodology for calculating per annum rates provided for in this Agreement and the other Loan Documents. Borrowers hereby irrevocably agree not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement or any other Loan Document and the calculation thereof has not been adequately disclosed to Borrowers as required pursuant to Section 4 of the *Interest Act* (Canada).

(k) All notices and other communications (each referred to as the "**Notice**") permitted or required to be given to any of the parties hereto will be in writing and may be delivered personally, by registered prepaid mail (except during an actual or threatened postal disruption) or sent by facsimile or e-mail transmission to the addresses, e-mail address or facsimile numbers indicated on the cover letter of this Agreement or to such other address or facsimile number as will be designated by such party by notice in writing to the other parties.

The Notice will be deemed to have been delivered:

i) in the case of personal delivery, when the Notice is delivered to the party receiving the Notice during business hours on a Business Day;

ii) in the case of registered mail, on the second Business Day after the Notice was deposited in the mail; and

iii) in the case of facsimile or electronic transmission, on the day the Notice was sent provided such notice is sent before 4:00 p.m. on a Business Day.

(l) Unless otherwise specified, references in this Agreement to "**$**" and "**dollars**" mean Canadian dollars.

(m) If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgment Currency**") any amount due under this Agreement in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which Lender would, on the relevant date, be prepared to sell a similar amount of such currency against the Judgment Currency, in accordance with normal banking procedures. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgment is given and the date of payment of the amount due, Borrowers will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such day is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency. Any additional amount due from Borrowers under this paragraph will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due in connection with this Agreement.

(n) No Loan Party will assign any of its respective rights or obligations under this Agreement without the prior written consent of Lender. Lender will have the right to assign, sell or participate its rights and obligations in the Facilities to one or more Persons ("**Participants**") without the consent of any Loan Party. For this purpose, Lender may disclose, on a confidential basis, to a potential Participant any information concerning the Loan Parties as Lender considers appropriate. Each Loan Party will execute any documentation and take any actions as Lender may reasonably request in connection with any assignment or participation. The provisions of this Agreement will be binding upon and enure to the benefit of each Loan Party and Lender and their successors and permitted assigns.

(o) In addition to any other indemnity provided for in this Agreement, each Loan Party agrees to indemnify Lender and any receiver, receiver manager or similar Person appointed under Applicable Law, and their respective shareholders, affiliates, officers, directors, employees and agents, and "**Indemnified Party**" means any one of the foregoing, on demand against any loss, expense or liability which such Indemnified Party may sustain or incur as a consequence of the action or inaction of any Loan Party whatsoever, including, without limitation:

i) any default in payment of the principal amount of any Borrowing or any part thereof or interest accrued thereon, as and when due and payable;

ii) any failure to fulfill on or before any drawdown date the conditions precedent to any Borrowing as provided for in this Agreement, if as a result of that failure that Borrowing is not made on that date, including but not limited to any loss or expense sustained or incurred in liquidating or redeploying deposits or other funds contracted for or acquired or used to effect or maintain any part of that Borrowing;

iii) the occurrence of any applicable default under this Agreement;

iv) any misrepresentation made by a Loan Party in this Agreement or in any instrument in writing delivered to Lender in connection with this Agreement;

v) any failure to comply with any Applicable Laws, including, without limitation, any environmental law; or

vi) any default in the payment or performance of any covenant to pay or remit present or future taxes, or to make and remit withholdings or deductions with respect to any

taxes or Priority Payables,

This indemnity will: (i) survive the repayment or cancellation of any of the Facilities or any termination of this Agreement; and (ii) not apply to any Indemnified Party to the extent directly caused by the gross negligence or wilful misconduct on the part of such Indemnified Party.

(p) A Loan Party's obligations under this section 14 continue even after all Facilities have been repaid and this Agreement has terminated.

(q) Each accounting term used in this Agreement, unless otherwise defined in this Agreement, has the meaning assigned to it under GAAP consistently applied throughout the relevant period and relevant prior periods. If there occurs a change in generally accepted accounting principles (an "**Accounting Change**"), and such change would result in a material change in the calculation of any financial covenant, standard or term used in this Agreement, then at the request of Borrowers or Lender, Borrowers and Lender shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of Borrowers or any other party, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by Borrowers or Lender, Borrowers and Lender have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined shall be determined without giving effect to the Accounting Change. For the purposes of this Agreement, including for the purposes of any Financial Covenants pursuant to Section 8 hereof, any lease which would be accounted for under GAAP as in effect on December 31, 2018 (the "**Change Date**") shall be, notwithstanding any subsequent change in GAAP, deemed to continue to be accounted for in the same manner as an operating lease was accounted for on the date hereof, notwithstanding and regardless of the implementation under GAAP of IFRS 16 (regardless of whether such lease is entered into or assumed before or after the Change Date), and, for certainty, any obligations incurred thereunder shall not constitute capital or financial lease transactions.

(r) A Loan Party's information, corporate or personal, may be subject to disclosure without its consent pursuant to provincial, federal, national or international laws as they apply to the product or service the Borrowers have with Lender or any third party acting on behalf of or contracting with Lender. The Loan Parties acknowledge that, pursuant to AML Laws, government sanction and "know your client" laws, Lender may be required to obtain, verify and record information regarding the Loan Parties, their respective subsidiaries, directors, authorized signing officers, direct or indirect shareholders or other Persons, in control of any Loan Party and the transactions contemplated thereby. The Loan Parties shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Lender, or any prospective assignee or participant hereunder, in order to comply with applicable AML Laws, government sanction and "know your client" laws, whether now or hereafter in existence. The Loan Parties further acknowledge and agree that, in the event that the Facility is being made available to the Borrowers in connection with a guarantee (the "**Guarantee**") provided by Export Development Canada under the EDC Business Credit Availability Program (BCAP) (the "**Program**"), Lender, without notice to any Loan Party, may share any and all information, documents and records related to the Loan Parties and/or the Facility, including without limitation, credit scores, credit bureau information and other credit review documentation, as may be requested by the Export Development Canada (including, without limitation, its auditors, agents and representatives) in connection with any review and/or approval of the Guarantee, any examination, audit or review of the Program and/or the Facility, any

subrogation of Export Development Canada to the Borrowers' rights under the Facility or any assignment of Borrowers' rights under the Facility to Export Development Canada.

(s) This Agreement will not merge upon the execution and delivery of any other Loan Documents, but will remain in full force and effect thereafter.

(t) This Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any Facility established by Lender in favour of Borrowers.

(u) Subject to Section 14(r) above, Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed:

(i) to its affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential);

(ii) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including the Office of the Superintendant of Financial Institutions or similar body and any self-regulatory authority, such as the National Association of Insurance Commissioners);

(iii) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process;

(iv) to any other party hereto;

(v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder;

(vi) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights and obligations under this agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to Borrowers and its obligations, this agreement or payments hereunder;

(vii) to any financial institution, credit reporting agency, rating agency or credit bureau in connection with rating Borrowers or its Subsidiaries or the Facilities;

(viii) with the consent of Borrowers; or

(ix) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to Lender or any of their respective affiliates on a non-confidential basis from a source other than Borrowers.

For purposes of this Section, "**Information**" means all information received from Borrowers or any of its Subsidiaries relating to Borrowers, or any of them, or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to Lender on a non-confidential basis prior to disclosure by Borrowers or any of its Subsidiaries; provided that, in the case of information received from Borrowers, or any of them, or any of its Subsidiaries after the date hereof, such information is clearly identified at

the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(v) Each Loan Party will from time to time promptly upon request by Lender do and execute all acts and documents as may be reasonably required by Lender to give effect to the Facilities and the Loan Documents, and to any assignment or participation made by Lender pursuant to this Agreement.

(w) If, after the date hereof, the introduction of or any change in any Applicable Law or in its interpretation or application of any Applicable Law by any court or by any Governmental Authority charged with the administration of any Applicable Law, makes it unlawful or prohibited for Lender to make, to fund or to maintain its commitment or any portion thereof or to perform any of its obligations under this Agreement (any such unlawful or prohibited funding, maintenance or performance being an "**Unlawful Obligation**"), then Lender may, by thirty days written notice to Borrowers (unless the provision of the Applicable Law requires earlier prepayment in which case the notice period will be that shorter period as required to comply with the Applicable Law), terminate its obligations under this Agreement or, at the option of Lender, terminate only those of its obligations under this Agreement that constitute Unlawful Obligations, and, in that event, Borrowers will prepay Borrowings owing to Lender forthwith (or at the end of that period as Lender in its discretion agrees), without notice or penalty (other than breakage costs), together with all accrued but unpaid interest and fees as may be applicable to the date of payment, or Lender may, by written notice to Borrowers, convert those Borrowings forthwith into another basis of Borrowing available under this Agreement if such other basis of Borrowing would not be an Unlawful Obligation.

(x) Time shall be of the essence in all provisions of this Agreement.

(y) This Agreement may be executed by one or more of the parties on any number of separate counterparts (whether in original ink, by facsimile or in another electronic format), and all those counterparts taken together will be deemed to constitute one and the same instrument. The delivery of a facsimile or other electronic copy of an executed counterparty to this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering such facsimile or other electronic copy shall make reasonable efforts to deliver an original copy of this Agreement as soon as possible after delivery of such facsimile or other electronic copy.

(z) This Agreement shall be governed by the laws of Alberta. Each of the Loan Parties and Lender irrevocably and unconditionally agree that any suit, action or other legal proceeding (collectively, a "**Suit**") instituted by Lender and arising out of this Agreement shall be brought and adjudicated only in Alberta, and each Loan Party waives and agrees not to assert by way of motion, as a defence or otherwise at any such Suit, any claim that such Loan Party is not subject to the jurisdiction of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

15) SCHEDULES

The following Schedules form part of this Agreement and are incorporated in this Agreement by reference:

Schedule "A" – Form of Compliance Certificate
Schedule "B" – Form of Borrowing Base Certificate

16) **DEFINITIONS**

In this Agreement, including the Schedules and in all notices given pursuant to this Agreement, capitalized words and phrases shall have the meanings given to them in this Agreement in their proper context, and words and phrases not otherwise defined in this Agreement but defined below shall have the meanings given to them as set forth below.

"**130 Policy**" has the meaning set out in Section 7(g).

"**Accounts Receivable**" means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties to any person in the ordinary course of business and which amounts shall be periodically reported to Lender in the Borrowing Base Certificate pursuant to Section 7.

"**ACOA Advances**" means the change in Long Term Debt related to advances received by the Borrower from the Atlantic Canada Opportunities Agency under the Business Development Program.

"**Agreement**" means this agreement between Lender and Borrowers, including any attached schedules, as the same may be amended, restated, renewed, extended or supplemented from time to time.

"**AML Laws**" means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), Part II.1 of the *Criminal Code* (Canada), the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (Canada) and the *United Nations Al-Qaida and Taliban Regulations* (Canada).

"**Anti-Corruption Laws**" means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act* (Canada).

"**Applicable Law**" means all applicable provisions of federal, provincial, state or local laws, statutes, rules, regulations, official directives and orders of any level of government or Governmental Authority, agency, board, bureau, department or commission (including any taxing authority) or instrumentality or office of any of the foregoing (including any court or tribunal).

"**ASPE**" means Accounting Standards for Private Enterprise together with their accompanying documents which are set by the International Accounting Standards Board, the independent standard-setting body of the International Accounting Standards Committee Foundation (the "**IASC Foundation**"), and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation but only to the extent the same are adopted by the Canadian Institute of Chartered Accountants ("**CICA**") as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CICA.

"**Borrowing Base**" means with respect to the Loan Parties, the aggregate of the following, without duplication, calculated monthly or as otherwise required hereunder:

(a) 75% of the value of all Eligible A/R at that time,

(b) plus 60% of the value of Large A/R at that time,

(c) plus 85% of the value of all domestic and United States Insured A/R accounts at that time,

(d) plus 80% of the value of all non-United States foreign Insured A/R accounts at that time,

(e) plus 50% of the value of all Eligible Inventory at that time, up to a maximum amount of $3,500,000,

(f) less the value of all Priority Payables and Lienable Payables at that time, and

(g) less the value of any outstanding Letters of Credit at that time.

"**Borrowing Base Certificate**" means a certificate executed by a senior officer of one of the Borrowers in the form attached hereto as Schedule "F".

"**Borrowings**" means all amounts outstanding under the Facilities, or if the context so requires, all amounts outstanding under one or more of the Facilities or under one or more borrowing options of one or more of the Facilities.

"**Business Day**" means a day, excluding Saturday and Sunday, on which banking institutions are open for business in the province of Alberta.

"**Canadian A/R**" means any Accounts Receivable denominated in Canadian dollars due to any of the Loan Parties by any Person resident in Canada.

"**Cash Purchase Ticket**" has the meaning given to it in the *Canada Grain Act*.

"**Change of Control**" means the occurrence of any of the following events without the written consent of Lender:

(a) any Person or Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or have the right to hold or exercise control or direction over (whether such right is exercisable immediately or only after the passage of time) more than 25% of the issued and outstanding voting shares of any of the Borrowers;

(b) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of a Loan Party cease, for any reason, to constitute at least a majority of the board of directors of such Loan Party unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period (the "**Incumbent Directors**") and in particular, any new director who assumes office in connection with or as a result of any actual or threatened proxy or other election contest of the board of directors of such Loan Party shall never be considered an Incumbent Director;

(c) a change in the composition of management of a Loan Party which in the opinion of Lender would constitute a Material Adverse Change; or

(d) a Loan Party or Loan Parties cease to own, control and direct 100% of the shares of any Guarantor.

"**Commodity Swap**" means an agreement entered into between a Person and a counterparty on a case by case basis, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in commodity prices, whether physically or financially settled.

"**Compliance Certificate**" means a certificate executed by a senior officer of the Borrowers in the form attached hereto as Schedule "A".

"**Contra Accounts Payable**" means any credit balance offsetting the debit balance of an Account Receivable from the same Person.

"**Contractor Lien**" means, in respect of any Loan Party, the following:

(a) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings; and

(b) liens arising by operation of law such as builders' liens, carriers' liens, materialmens' liens and other liens of a similar nature which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings.

"**Cryptocurrency Assets**" means any cryptocurrency, mining, datacentres and all related assets and facilities.

"**Currency Swap**" means a contract entered into between a Person and a counterparty on a case by case basis in connection with forward rate, currency swap or currency exchange and other similar currency related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in exchange rates.

"**Current Assets**" means, as at the day of calculation, the amount of current assets of Borrowers as determined in accordance with GAAP on a consolidated basis, but in any event excluding any amounts arising as a result of the mark-to-market position of Borrowers due to Swap contracts.

"**Current Liabilities**" means, as at the day of calculation, the amount of current liabilities of Borrowers as determined in accordance with GAAP on a consolidated basis, but in any event excluding any amounts arising as a result of the mark-to-market position of Borrowers due to Swap contracts, the current portion of long-term debt, the balance outstanding on Facility #2 and the balance outstanding on the EDC-BCAP Term Loan.

"**Current Ratio**" means, as at the day of calculation, the ratio of (i) Current Assets to (ii) Current Liabilities.

"**Eastern Division**" has the meaning given to it in the *Canada Grain Act*.

"**EBITDA**" means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes expensed during the period, and depreciation, depletion and amortization deducted for the period.

"**Elevator Receipt**" has the meaning given to an "elevator receipt" under the *Canada Grain Act*.

"**Eligible A/R**" means with respect to the Loan Parties, the aggregate of the following, without duplication, and with all US A/R converted to Canadian dollars, and calculated monthly, or as otherwise required hereunder:

(a) the value of all Accounts Receivable at that time,

(b) less the value of all Large A/R at that time,

(c) less the value of all Ineligible A/R at that time,

(d) less the value of all Related Company A/R at that time,

(e) less the value of all Contra Accounts Payable at that time,

(f) less the value of all Holdback A/R at that time, and

(g) less the value of all Insured A/R at that time.

"**Eligible Inventory**" means with respect to the Loan Parties, the aggregate of the following, without duplication, and calculated monthly, or as otherwise required hereunder:

(a) the value of all Inventory at that time,

(b) less the value of all Ineligible Inventory at that time,

(c) less the value of all Outstanding Elevator Receipts,

(d) less the value of all Outstanding Grain Receipts where the location of the premises into which the subject grain is received is in a premises in the Western Division from producers in Canada and the United States, and

(e) where the subject grain is delivered within the last 30 days, less:

    (i) the value of all Outstanding Grain Receipts where the location of the premises into which the subject grain is received is in a premises in the Eastern Division from producers or resellers in Canada and the United States,

    (ii) the value of all outstanding cheques that have been delivered but not yet cashed and cleared for grain where the location of the premises into which the subject grain is received is in a premises in the Eastern Division from producers or resellers in Canada and the United States, and

    (iii) all Cash Purchase Tickets.

"**Environment**" means each and every component of the earth, including all layers of the atmosphere, air, land (including all underground spaces and cavities and all lands submerged under water), soil, water (including surface and underground water), organic and inorganic matter and living organisms, and the interacting natural systems that include the components referred to in this definition.

"**Environmental Laws**" means any Applicable Laws relating, in whole or in part, to the protection or enhancement of the Environment, including with respect to occupational safety, product liability, public health, public safety and transportation or handling of dangerous goods.

"**Environmental Order**" means an order, directive or instruction issued by a Governmental Authority pursuant to or in respect of any Environmental Law.

"**Equity**" means, as at the day of calculation determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrowers, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed on terms and in a manner acceptable to Lender) but excluding:

(a) the redemption amount of any preferred shares of Borrowers which are redeemable at the option of the holder (to the extent they are included in Long Term Debt or Funded Debt);

(b) the amount of any convertible debentures issued (to the extent they are included in Long Term Debt or Funded Debt);

(c) advances to affiliates/shareholders;

(d) goodwill; and

(e) intangible assets.

"**Equivalent Amount**" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through Lender in accordance with normal banking procedures.

"Event of Default" means the occurrence of any of the following:

(a) if Borrowers, or any of them, default in paying when due any part of the principal amount or interest amount due under this Agreement;

(b) if Borrowers, or any of them, default in paying when due all or any part of its indebtedness or other liability to Lender (other than as provided under paragraph (a) above) and such default continues for 3 Business Days after notice from Lender;

(c) if any Loan Party defaults in the observance or performance of any of its covenants or obligations under any Loan Document (other than as provided under paragraph (a) or (b) above), or any other document under which such Loan Party is obligated to Lender, and in any such cases, the default continues for 5 Business Days after notice from Lender;

(d) any Change of Control;

(e) if any charge or encumbrance on any property of any Loan Party with a fair market value exceeding $100,000 becomes enforceable and steps are taken to enforce it;

(f) if any default shall have occurred and is continuing in respect of any Indebtedness of a Loan Party (other than Indebtedness owing to Lender) which results in the acceleration of the payment of such Indebtedness or which permits the holder thereof to accelerate the payment of such Indebtedness and if there is a grace period applicable thereto arising under contract or otherwise, such default continues beyond the expiry of such grace period or if any lender shall demand repayment of any Indebtedness owed to it by such Loan Party which is repayable on demand and such Indebtedness shall not be paid on or before the date specified by such lender for payment, and the aggregate principal amount of all such Indebtedness is at least $100,000;

(g) if any other creditor of any Loan Party takes collection steps against such Loan Party or all or a material part of its assets with a fair market value exceeding $100,000;

(h) if final judgment or judgments should be entered against any Loan Party for the payment of any amount of money exceeding $100,000, and the judgment or judgments are not discharged within 30 days after entry;

(i) if an order is made, an effective resolution passed, or a petition is filed for the winding up the affairs of any Loan Party or if a receiver or liquidator of any Loan Party or any part of its assets is appointed;

(j) if any Loan Party is unable to pay its debts as they become due or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* (Canada) or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against any Loan Party and is not being disputed in good faith;

(k) if any Loan Party ceases or threatens to cease to carry on its business or makes a bulk sale of its assets;

(l) if any of the licences, permits or approvals granted by any government or Governmental Authority or agency and material to the business of any Loan Party is withdrawn, cancelled, suspended or adversely amended;

(m) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect;

(n) if any representation or warranty made or given in this Agreement, in any certificate delivered pursuant hereto, or in any financial statements delivered pursuant hereto, is false or erroneous in any material respect when made, given or delivered;

(o) if any provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms, or a Loan Party asserts in writing that this has happened; or any security interest created under any Security Document ceases to be a valid and perfected security interest having, subject to Permitted Encumbrances, a first priority ranking in any of the property purported to be covered by that security interest, which is not rectified or otherwise dealt with to the satisfaction of Lender within a period of 10 days, other than, in the case of a security interest ceasing to be a perfected security interest, because of any action taken or omission to act by Lender;

(p) if the audited financial statements of Borrowers, or any of them, that are required to be delivered under this Agreement contain a qualification that is not acceptable to Lender, acting reasonably, and within a period of 30 days after the delivery of such financial statements by Borrowers, as applicable, hereunder either (i) such qualification is not rectified or otherwise dealt with to the satisfaction of Lender, acting reasonably; or (ii) Borrowers have not delivered a plan to Lender as to how Borrowers plan to rectify or otherwise deal with such qualification (such plan to include the time frame within which Borrowers propose to rectify or otherwise deal with such qualification) and such plan is not satisfactory to Lender, acting reasonably, and following delivery and acceptance of such plan, Borrowers fail to diligently pursue the same and rectify or otherwise deal with the qualification in accordance with the plan and within the proposed time frame;

(q) if a Loan Party fails to remit to the applicable Governmental Authority any material Priority Payable owing by it within 15 days of the date that Priority Payable became due; or

(r) if any Environmental Order is issued by any Governmental Authority against a Loan Party and that Environmental Order has not been satisfied or discharged within the time allowed for in that Environmental Order or, if no time is specified in that Environmental Order, within 90 days after the date that Environmental Order was received by a Loan Party (or any longer period as Lender may agree to, acting reasonably, provided that Loan Party is at all times acting diligently and in good faith to satisfy the Environmental Order); and save and except where that Environmental Order is being contested actively and diligently in good faith by appropriate and timely proceedings and the enforcement of that Environmental order has been stayed.

"**Financial Market Disruption**" means the (i) occurrence, coming into effect or announcement of any event of provincial, national or international consequence, or of any law, regulation, enquiry, proceeding, or political or economic condition, which, in the opinion of Lender, acting reasonably, may or may reasonably be expected to materially and adversely affect the Alberta, Canadian, United States or global financial markets generally, or operates to prevent or restrict the trading in, or materially and adversely affects the pricing of, Government of Canada bonds (or such other instrument which Lender uses as a reference for determining the interest rates hereunder); or (ii) determination by Lender, acting in a commercially reasonable manner in the circumstances, that the cost of funds associated with a Facility is in excess of a level that is commercially acceptable to Lender in the circumstances.

"**Fixed Charge Coverage Ratio**" means, for any period, the ratio of (i) EBITDA minus Unfunded Capital Expenditures and minus all income taxes expensed during the period (excluding deferred taxes) to (ii) Fixed Charges, all for such period.

"**Fixed Charges**" means, for any period, Interest Expense plus all scheduled principal payments in respect of Funded Debt plus all Unfunded Dividends paid.

"**Funded Debt**" means, in respect of Borrowers as at the day of calculation, all outstanding non-postponed interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender), including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms and letters of credit/guarantees, plus (to the extent not included in Equity):

(a) the redemption amount of any preferred shares of Borrowers which are redeemable at the option of the holder; and

(b) the amount of any convertible debentures issued.

"**Generally Accepted Accounting Principles**" or "**GAAP**" means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Not-for-Profit Organisations and Accounting Standards for Pension Plans, as applicable, (each only to the extent adopted by the Canadian Institute of Chartered Accountants Accounting Standards Board ("**CICA**") or any successor thereto as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CICA).

"**Governmental Authority**" means:

(a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances,

(b) any Person acting under the authority of any of the foregoing or under a statute, rule or regulation thereof, and

(c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

"**Grain Receipt**" has the meaning given to a "grain receipt" under the *Canada Grain Act*.

"**Guarantor**" means any party that has provided a guarantee in favour of Lender with respect to the Borrowings under this Agreement, provided however that in the event that a Facility is being made available to the Borrowers in connection with a guarantee provided by Export Development Canada under the EDC Business Credit Availability Program (BCAP), then "Guarantor" shall not include Export Development Canada.

"**Holdback A/R**" means any Accounts Receivable where a sum of money remains unpaid until certain conditions are met, or that sum of money is kept as a reserve to cover certain contingencies, or any portion of a construction loan amount that is not released until a certain stage is reached, or any portion of payment to a contractor held by a customer until the job is finished to the customer's satisfaction, or any amount subject to builder's liens or related legislation.

"**Indebtedness**" means all present and future obligations and indebtedness of a Person, whether direct or indirect, absolute or contingent, including all indebtedness for borrowed money, all obligations which are due and payable in respect of swap or hedging arrangements and all other liabilities which in accordance with GAAP would appear on the liability side of a balance sheet (other than items of capital, retained earnings and surplus or deferred tax reserves).

"**Ineligible A/R**" means any Accounts Receivable where amounts are not yet invoiced, accounts in dispute (but only to the amount of such account actually in dispute), intercompany accounts, accounts subject to set-off, amounts due to sub-contractors billed as accounts receivable, amounts billed for services not as yet completed, accounts subject to undue credit risk and the entire amount of accounts outstanding where any portion thereof is outstanding for more than 90 after the date of invoice to the specific customer, provided that the under 90 day portion thereof may be included where the over 90 day portion thereof is less than 10 percent of the aggregate account.

"**Ineligible Inventory**" means any Inventory items where ownership is in dispute, subject to a materialmens' lien or suppliers lien, is partially complete, obsolete, or deemed unsalable.

"**Insured A/R**" means, whether now existing or hereafter arising, any accounts, accounts receivable, other receivables, choses in action, general intangibles, chattel paper, instruments, documents, notes and contract rights related to or evidencing the obligations or the receivables arising under any sales or services transactions provided by the Loan Parties, which specific accounts receivable are covered by trade credit insurance (which has been shipped and billed), for the maximum allowable trade credit insurance coverage for such accounts receivable and which amounts shall be periodically reported to Lender in the Borrowing Base Certificate pursuant to Section 7; provided that the following shall be excluded from calculating the value of Insured A/R at any time:

(a) Ineligible A/R;

(b) Related Company A/R;

(c) Contra Accounts Payable; and

(d) Holdback A/R.

"**Interest Expense**" means, for any period, the cost of advances of credit during that period, including interest charges, the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes, and fees payable in respect of letters of credit and letters of guarantee.

"**Interest Swap**" means a contract entered into between a Person and a counterparty, on a case by case basis, in connection with interest rate swap transactions, interest rate options, cap transactions, floor transactions, collar transactions and other similar interest rate related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in interest rates.

"**Inventory**" means unencumbered inventory of Borrowers (including raw materials and finished goods but excluding work in progress).

"**Large A/R**" means any Accounts Receivable where any individual account, together with any related accounts, comprises 35% or more of the total Accounts Receivable.

"**Lender**" means ATB Financial.

"**Letter of Credit**" means a standby or documentary letter of credit or letter of guarantee issued by Lender on behalf of any of the Borrowers.

"**Lienable Payables**" means, in respect of any project in which any Loan Party has any interest that may be subject to any Contractor Lien, all amounts due from any Loan Party to any holder of any Contractor Lien that causes any work to be done or supplies any materials to be used in or in respect of such project in respect of which any Contractor Lien may be filed.

"**Loan Documents**" means this Agreement, the Security Documents and each instrument, agreement, certificate, application, request, indemnity and other document of any nature or kind now or hereafter executed in connection with this Agreement or any Security Documents, all as amended, restated and replaced from time to time.

"**Loan Parties**" means Borrowers and all Guarantors, other than any Guarantors that are natural persons, and "**Loan Party**" means any of them.

"**Long Term Debt**" means, as at the day of calculation and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrowers which would be classified as long term debt upon a balance sheet of Borrowers, plus (to the extent not included in Equity):

(a) the redemption amount of any preferred shares of Borrowers which are redeemable at the option of the holder; and

(b) the amount of any convertible debentures issued.

"**Material Adverse Change**" means any change, event, violation, circumstance or effect which, when considered individually or when aggregated with other changes, events, violations, circumstances or effects, is or would reasonably be expected to have a Material Adverse Effect.

"**Material Adverse Effect**" means a material adverse effect on the condition (financial or otherwise), property, assets, operations, business or prospects of the Loan Parties taken as a whole, or a material adverse effect on the ability of Borrowers to repay the Facilities or on the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party.

"**Material Contract**" means any right, interest, agreement, arrangement or understanding entered into by any Loan Party, whether written or oral, the loss or termination of which (without replacement), or under which the acceleration of any payment obligation, in each case by or of such Loan Party, would have a Material Adverse Effect.

"**Net Debt**" means in respect of Borrowers, as at the day of calculation and as determined in accordance with GAAP on a consolidated basis and without duplication, an amount equal to the amount of Total Debt less Current Assets.

"**Net PEI Loan Proceeds**" means the net proceeds of $513,910.64 received by New Leaf Essentials (East) Ltd. from Prince Edward Island Century 2000 Fund Inc. in July 2019, which were used by the Borrowers to fund capital expenditures.

"**Out of the Money**" means when the strike price of a call option exceeds the market price of the underlying asset or equity, or when the strike price of a put option is less than the market price of the underlying asset or equity.

"**Outstanding Elevator Receipts**" means those Elevator Receipts that have been produced, whether or not they have been issued or delivered to any person, but for which indefeasible payment has not been made.

"**Outstanding Grain Receipts**" means those Grain Receipts that have been produced, whether or not they have been issued or delivered to any person, but for which indefeasible payment has not been made.

"**Outstanding Scale Tickets**" means those Scale Tickets where a Grain Receipt or Elevator Receipt has not been issued.

"**Permitted Encumbrances**" means, in respect of any Loan Party (unless otherwise expressly indicated), the following:

(a) liens for taxes, assessments or governmental charges not yet due or delinquent or the validity of which is being contested in good faith;

(b) liens arising in connection with workers' compensation, unemployment insurance, pension, employment or other social benefits laws or regulations which are not yet due or delinquent or the validity of which is being contested in good faith;

(c) liens under or pursuant to any judgment rendered or claim filed which are or will be appealed in good faith provided any execution thereof has been stayed;

(d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings;

(e) liens arising by operation of law such as builders' liens, carriers' liens, materialmens' liens and other liens of a similar nature which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings;

(f) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or

reserved or taken by other Persons which singularly or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of such Loan Party;

(g) security given to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of such Loan Party, all in the ordinary course of its business which singularly or in the aggregate do not cause a Material Adverse Effect;

(h) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;

(i) operating leases;

(j) with respect to WA Grain Holdings Inc. and 1309497 Alberta Ltd., capital or financial lease transactions (according to GAAP), or sale-leaseback transactions, where the indebtedness represented by all such transactions does not at any time exceed $250,000 in aggregate for each of WA Grain Holdings Inc. and 1309497 Alberta Ltd.;

(k) with respect to New Leaf Essentials (West) Ltd., capital or financial lease transactions (according to GAAP), or sale-leaseback transactions, where the indebtedness represented by all such transactions does not at any time exceed $600,000 in aggregate;

(l) security interests granted or assumed to finance the purchase of any property or asset (a "**Purchase Money Security Interest**") where:

i) the security interest is granted at the time of or within 60 days after the purchase,

ii) the security interest is limited to the property and assets acquired,

iii) the indebtedness of WA Grain Holdings Inc. represented by all Purchase Money Security Interests does not at any time exceed $250,000 in aggregate,

iv) the indebtedness of 1309497 Alberta Ltd. represented by all Purchase Money Security Interests does not at any time exceed $250,000 in aggregate, and

v) the indebtedness of New Leaf Essentials (West) Ltd. represented by all Purchase Money Security Interests does not at any time exceed $100,000 in aggregate;

(m) security interests or liens (other than those hereinbefore listed) of a specific nature (and excluding for greater certainty floating charges) on properties and assets having a fair market value not in excess of $11,968,254 in aggregate for term financing from Prince Edward Island Century 2000 Fund Inc. and Avrio to WA Grain Holdings Inc.;

(n) deposit accounts at the Royal Bank of Canada for the purpose of cash management and foreign exchange; and

(o) security interests or liens (other than those hereinbefore listed) to secure financing from Farm Credit Canada to WA Grain Holdings Inc. and 1309497 Alberta Ltd. up to a maximum authorized principal amount of $4,715,000,

and for certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of the Security Documents to such Permitted Encumbrance.

"**Person**" means any natural person, corporation (including a business trust and a public benefit corporation), limited liability company, unlimited liability corporation, trust, joint venture, association, company, partnership, joint stock company, firm, enterprise, unincorporated association, Governmental Authority or other entity.

"**Prime**" means the prime lending rate per annum established by Lender from time to time for commercial loans denominated in Canadian dollars made by Lender in Canada.

"**Priority Payable**" means, at any time, any liability of any Loan Party to any Person that ranks, in right of payment in any circumstances, equal to or in priority to any liability of a Loan Party to Lender, and may include unpaid wages, salaries and commissions, unremitted source deductions for employment insurance premiums or Canada Pension Plan contributions, vacation pay, arrears of rent, unpaid taxes, withholding tax liabilities, goods and services taxes, all sales and consumption taxes, harmonized sales tax, custom duties, amounts owed in respect of workers' compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Security Interest.

"**producer**" has the meaning given to it in the *Canada Grain Act*.

"**Projected EBITDA**" means the projected, cumulative, EBITDA of the Borrowers as follows:

(a) cumulatively, for the six month period ending on January 31, 2021, $1,390,324;

(b) cumulatively, for the nine month period ending on April 30, 2021, $2,689,450; and

(c) cumulatively, for the twelve month period ending on July 31, 2021, $3,429,455.

"**Related Company A/R**" means any Accounts Receivable due to any of the Loan Parties by any Person that does not have an arm's-length relationship with such Loan Party, where such Person has the ability to exercise control or significant influence, directly or indirectly, over operating, investing or financing activities. For the purposes of this definition, two or more Persons are related if they are subject to common control, joint control or significant influence.

"**Related Parties**" means, with respect to any Person, such Person's affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's affiliates.

"**Sanctions**" means any sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant sanctions authority including, without limitation, under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada) and the *Export and Import Permits Act* (Canada).

"**Scale Ticket**" refers to a document prepared by the Borrower at the time grain is received at one of its facilities. It contains the necessary information relating to the grain delivery, such as details of the producer, the product delivered (type and grade), the weight, and dockage.

"**Subordinated Debt**" means Indebtedness of Borrowers:

(a) the primary terms of which including, without limitation, its interest rate, payment schedule and maturity date, and the proposed use of funds, are all satisfactory to Lender,

(b) which has been validly and absolutely postponed and subordinated in right of payment and collection to the permanent repayment in full of the Borrowings to the satisfaction of Lender, and

(c) which is unsecured or with respect to which all security, if any, held for that Indebtedness has been fully subordinated to the security granted under the Loan Documents to the satisfaction of Lender.

"**Subsidiary**" means

(a) a person of which another Person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and

(b) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such Person,

and includes a Person in like relation to a Subsidiary.

"**Swap**" means a Commodity Swap, Currency Swap or Interest Swap.

"**Total Debt**" means in respect of Borrowers, as at the day of calculation and as determined in accordance with GAAP on a consolidated basis and without duplication, an amount equal to:

(a) the amount of Current Liabilities, plus, if not already included therein, the current portion of long-term debt; plus

(b) the aggregate of:

i) the amount of Long Term Debt, including the Borrowings; and

ii) to the extent not included in Long Term Debt:

a) any financial assistance by way of a loan, guarantee, loan purchase, share purchase, equity contribution or any credit support arrangement of any nature whatsoever, the purpose of which is to assure payment or performance to the holder of any indebtedness of any other Person;

b) obligations with respect to prepaid obligations and deferred revenues relating to third party obligations;

c) the amount of all obligations outstanding under a capital lease or any sale-leaseback to the extent it constitutes a capital lease;

d) obligations arising under swaps entered into by Borrowers for speculative purposes (determined, where relevant, by reference to GAAP) or other than in the ordinary course of its business to the extent of the net amount due or accruing due by Borrowers in respect thereof (determined by marking-to-market the same in accordance with their terms); and

e) the amount of all off-balance sheet financing where there is recourse to other assets of Borrowers;

and shall exclude in any event:

(c) to the extent permitted by GAAP, any particular Indebtedness if, upon or prior to the maturity thereof, there shall have been irrevocably deposited with the proper depositary in trust the necessary funds (or evidences of indebtedness) for the payment, redemption or

satisfaction of such indebtedness, and thereafter such funds and evidences of indebtedness or other security so deposited are not included in any computation of the assets of such Person;

(d) contingent obligations in respect of court actions, suits or other proceedings which have not come to a final and conclusive judgment before a court of competent jurisdiction or such other person as may have jurisdiction in the premises and Borrowers reasonably expects to be successful in the defence of such action, suit or other proceeding;

(e) any lease or other arrangement relating to real or personal property which would, in accordance with GAAP, be accounted for as an operating lease of such Person;

(f) deferred income taxes;

(g) asset retirement obligations; and

(h) postponed advances from affiliates/shareholders (if postponed on terms and in a manner acceptable to Lender).

"**Unfunded Capital Expenditures**" means, for any period, the sum of all capital expenditures not financed or paid for by (i) new equity, (ii) advances under Facility #3, (iii) Permitted Encumbrances, and (iv) ACOA Advances. For clarity as it relates to Unfunded Capital Expenditures, the Permitted Encumbrance related to Prince Edward Island Century 2000 Fund Inc. shall be limited to the Net PEI Loan Proceeds.

"**Unfunded Dividends**" means dividends paid which were not funded by advances from 1887612 Alberta Ltd..

"**US A/R**" means any Accounts Receivable denominated in U.S. dollars due to any of the Loan Parties by any Person resident in the United States of America.

"**Western Division**" has the meaning given to it in the *Canada Grain Act*.

SCHEDULE "A"

FORM OF COMPLIANCE CERTIFICATE

To: ATB Financial
Corporate Financial Services
Suite 600, 585 8th Avenue SW
Calgary, Alberta T2P 1G1
Attention: Chris Dumont

I, _____ hereby certify as of the date of this certificate as follows:

(a) I am the _____ **[insert title]** of _____ **[insert applicable Borrower name(s)]** and I am authorized to provide this certificate to you for and on behalf of WA Grain Holdings Inc., New Leaf Essentials (West) Ltd. and 1309497 (collectively, the "**Borrowers**").

(b) This certificate applies to the month ending _____.

(c) I am familiar with and have examined the provisions of the amended and restated letter agreement (the "**Agreement**") dated November ___, 2020 among, *inter alios*, the Borrowers and ATB Financial, as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrowers and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.

(d) No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement and there is no reason to believe that during the next fiscal quarter of Borrowers, any such event or circumstance will occur.

OR

We are or anticipate being in default of the following terms or conditions, and our proposed action to meet compliance is set out below:

Description of any breaches and proposed action to remedy: _____
_____.

(e) Our financial ratios are as follows:

i) the actual EBITDA is _____, and the current cumulative EBITDA from _____ to present is _____, being not less than the cumulative Projected EBITDA as defined in the Agreement;

ii) the Current Ratio is ____:1.00, being not less than the required ratio of 1.25:1.00;

iii) the ratio of Total Debt to Equity is ____:1.00, being not more than the required ratio of 2.50:1.00;

iv) Unfunded Capital Expenditures in this fiscal year are $_____, being not more than $240,000;

v) the Fixed Charge Coverage Ratio (calculated on a trailing four fiscal quarter

basis) is ___:1.00, being not less than the required ratio of 1.15:1.00.

(f) The detailed calculations of the foregoing ratios and covenants are set forth in the addendum annexed hereto and are true and correct in all respects.

This certificate is given by the undersigned officer in his/her capacity as an officer of _____ **[insert applicable Borrower name(s)]** without any personal liability on the part of such officer.

Dated this _____ day of _____, 20___.

_____

[*name of Borrower*]

Per: _____
Name: _____
Title: _____

APPENDIX

[Insert detailed calculations of financial ratios]

(I) THE ACTUAL EBITDA IS _____, AND THE CUMULATIVE EBITDA FROM _____ TO PRESENT IS _____, CALCULATED AS FOLLOWS:

EBITDA=
net income (excluding extraordinary items) from continuing operations $_____

+ (to extent deducted in determining net income)

- Interest Expense + $_____
- income taxes expensed + $_____
- depreciation, depletion and amortization + $_____

Cumulative EBITDA, from prior months, where applicable =

_____ + $_____

(II) THE **CURRENT RATIO** IS ____:1, CALCULATED AS FOLLOWS:

Current Assets: $_____

divided by:

Current Liabilities:

$_____

(III) THE RATIO OF **TOTAL DEBT TO EQUITY** IS ____:1, CALCULATED AS FOLLOWS:

Total Debt =

Current Liabilities (including current portion of long term debt) $_____

+ Long Term Debt=

- long term debt under GAAP + $_____

+ (to extent not included in Equity):

- preferred shares redeemable at option of holder + $_____
- convertible debentures + $_____

+ (if not already included)

- financial assistance + $_____
- prepaid obligations, deferred revenues + $_____
- capital leases, sale-leasebacks + $_____
- speculative swaps + $_____
- off-balance sheet recourse financing + $_____

but excluding (if already included):

- indebtedness if funds to pay deposited in trust	- $_____
- contingent obligations before courts where expect to be successful in defence	- $_____
- operating leases	- $_____
- deferred income taxes	- $_____
- asset retirement obligations	- $_____
- postponed advances from shareholders/affiliates	- $_____
	= $_____

Equity =

shareholder's equity (including share capital and retained earnings)	$_____
+ postponed advances from affiliates/shareholders	+ $_____

but excluding:

• preferred shares redeemable at option of holder (to extent included in Long Term Debt)	- $_____
• convertible debentures (to extent included in Long Term Debt)	- $_____
• advances to affiliates/shareholders	- $_____
• goodwill	- $_____
• intangible assets	- $_____
	= $_____

(IV) **CAPITAL EXPENDITURES** IN THIS FISCAL YEAR ARE $_____, DETAILED AS FOLLOWS:

(V) THE **FIXED CHARGE COVERAGE RATIO** IS ___:___, CALCULATED AS FOLLOWS:

EBITDA=	
net income (excluding extraordinary items) from continuing operations	$_____
+ (to extent deducted in determining net income)	
• Interest Expense	+ $_____
• income taxes expensed	+ $_____
• depreciation, depletion and amortization	+ $_____
minus Unfunded Capital Expenditures (capital expenditures not financed by new equity, the Facilities (excluding the operating loan) and Permitted Encumbrances)	- $_____
minus all income taxes expensed during the period (excluding deferred taxes)	- $_____
	= $_____
divided by:	
Fixed Charges =	
Interest Expense	$_____
+ scheduled principal payments on Funded Debt (i.e. non-postponed interest-bearing debt including capital leases, debt subject to scheduled repayment terms and letters of credit/letters of guarantee, plus (to extent not included in Equity), preferred shares redeemable at option of holder and convertible debentures)	+ $_____
+ Unfunded dividends paid	+ $_____
	= $_____
	= $_____

SCHEDULE "B"

FORM OF BORROWING BASE CERTIFICATE

To: ATB Financial
Corporate Financial Services
Corporate Financial Services
Suite 600, 585 8th Avenue SW
Calgary, Alberta T2P 1G1
Attention: Chris Dumont

I, _____ hereby certify as of the date of this certificate as follows:

(a) I am the _____ **[insert title]** of _____ **[insert applicable Borrower name(s)]** and I am authorized to provide this certificate to you for and on behalf of WA Grain Holdings Inc., New Leaf Essentials (West) Ltd. and 1309497 (collectively, the "**Borrowers**").

(b) This certificate applies to the [month/fiscal quarter/fiscal year] ending _____.

(c) I am familiar with and have examined the provisions of the amended and restated letter agreement (the "**Agreement**") dated November ___, 2020 among, *inter alios*, the Borrowers and ATB Financial, as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrowers and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.

(d) Attached hereto is a listing of all Canadian A/R, US A/R, Non-US Foreign A/R, Large A/R, Insured A/R and any Priority Payables as at the end of [month/year], as required by Section 7 of the Agreement.

(e) The total value of the Inventory as at the end of [month/year] is: _____.

(f) The total amount of the Borrowing Base as at the end of [month/year] is: _____.

(g) The Borrower hereby confirms that the principal amount of all Borrowings, in aggregate, under Facility #1 does not exceed, and has not at any time exceeded, the Margin Limit (as evidenced by a schedule attached hereto by the Borrower confirming its calculations).

(h) Attached hereto is a listing of all aged accounts payable (including Lienable Payables) of the Borrower on a consolidated basis, allocating trade payables (including Lienable Payables) and accruals for the Borrower on a consolidated basis, as at the end of [month/year], as required by Section 7 of the Credit Agreement.

(i) The Borrowers hereby represent and warrant that this Certificate is a correct statement regarding the status of the Borrowing Base and the amounts set forth herein are in compliance with the provisions of the Credit Agreement.

This certificate is given by the undersigned officer in his/her capacity as an officer of _____ **[insert applicable Borrower name(s)]** without any personal liability on the part of such officer.

Dated this _____ day of _____, 20___.

_____
[*name of Borrower*]

Per: _____
Name: _____
Title: _____

APPENDIX

"**Interest Expense**" means, for any period, the cost of advances of credit during that period, including interest charges, the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes, and fees payable in respect of letters of credit and letters of guarantee.

"**Interest Swap**" means a contract entered into between a Person and a counterparty, on a case by case basis, in connection with interest rate swap transactions, interest rate options, cap transactions, floor transactions, collar transactions and other similar interest rate related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in interest rates.

"**Inventory**" means unencumbered inventory of Borrowers (including raw materials and finished goods but excluding work in progress).

"**Large A/R**" means any Accounts Receivable where any individual account, excluding insured A/R, together with any related accounts, comprises 35% or more of the total Accounts Receivable.

"**Lender**" means ATB Financial.

"**Letter of Credit**" means a standby or documentary letter of credit or letter of guarantee issued by Lender on behalf of any of the Borrowers.

"**Lienable Payables**" means, in respect of any project in which any Loan Party has any interest that may be subject to any Contractor Lien, all amounts due from any Loan Party to any holder of any Contractor Lien that causes any work to be done or supplies any materials to be used in or in respect of such project in respect of which any Contractor Lien may be filed.

"**Loan Documents**" means this Agreement, the Security Documents and each instrument, agreement, certificate, application, request, indemnity and other document of any nature or kind now or hereafter executed in connection with this Agreement or any Security Documents, all as amended, restated and replaced from time to time.

"**Loan Parties**" means Borrowers and all Guarantors, other than any Guarantors that are natural persons, and "**Loan Party**" means any of them.

"**Long Term Debt**" means, as at the day of calculation and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrowers which would be classified as long term debt upon a balance sheet of Borrowers, plus (to the extent not included in Equity):

(a) the redemption amount of any preferred shares of Borrowers which are redeemable at the option of the holder; and

(b) the amount of any convertible debentures issued.

"**Material Adverse Change**" means any change, event, violation, circumstance or effect which, when considered individually or when aggregated with other changes, events, violations, circumstances or effects, is or would reasonably be expected to have a Material Adverse Effect.

"**Material Adverse Effect**" means a material adverse effect on the condition (financial or otherwise), property, assets, operations, business or prospects of the Loan Parties taken as a whole, or a material adverse effect on the ability of Borrowers to repay the Facilities or on the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party.

THIS IS EXHIBIT "**C**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Security Agreement
Non-Consumer

TO: Alberta Treasury Branches
("**ATB**")

BRANCH: #100, 4911 – 51 Street, Red Deer, Alberta T4N 6V4

FROM: **W.A. GRAIN HOLDINGS INC.** (the "**Debtor**")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants to and in favour of ATB:

(i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and

(ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the **"Encumbrances"** and individually, an **"Encumbrance"**) upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give

exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the **"Account Debtor"**) and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and

(d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent

permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

(a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

(i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:

(A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or

(B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and

(ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

(c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to

prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective

from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 16th day of ~~May~~ July 2017.

WITNESS:

Nancy S. Bal

Insert full name of Debtor

W.A. GRAIN HOLDINGS INC.

By:

Title: Christopher Peter Chivilo, President

By:

Title:

Full Address of Debtor:

Box 6345, 5041 – 50 Street

Innisfail, Alberta

T4G 1T1

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

ATB Financial

SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (a).**

☒ (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

☐ (b) All of the Debtor's present and after-acquired Personal Property.

☐ (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.

☐ (d) All of the Debtor's present and after-acquired Personal Property except :

☐ (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.

☐ (g) All of the Debtor's present and after-acquired Inventory, wherever located.

☐ (h) The following described Personal Property: _____

_____

_____

☐ (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (j) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth , wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

Alberta
Saskatchewan

4. Permitted Encumbrances (if any):

None

SCHEDULE B
DESCRIPTION OF LANDS

THIS IS EXHIBIT "**D**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Security Agreement
Non-Consumer

TO: Alberta Treasury Branches
("**ATB**")

BRANCH: #100, 4911 – 51 Street, Red Deer, Alberta T4N 6V4

FROM: **1309497 ALBERTA LTD.** (the "**Debtor**")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants to and in favour of ATB:

(i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and

(ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give

exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and

(d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent

permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

(a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

(i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:

(A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or

(B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and

(ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

(c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to

prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective

from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 10th day of ~~May~~ July, 2017.

WITNESS:

1309497
~~1887612~~ ALBERTALTD.

By:

Title: Christopher Peter Chivilo, President

By:

Title:

Full Address of Debtor:

Box 6345, 5041 – 50 Street

Innisfail, Alberta

T4G 1T1

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

ATB Financial™

SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

☐ (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

☒ (b) All of the Debtor's present and after-acquired Personal Property.

☐ (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.

☐ (d) All of the Debtor's present and after-acquired Personal Property except :

☐ (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.

☐ (g) All of the Debtor's present and after-acquired Inventory, wherever located.

☐ (h) The following described Personal Property: _____

_____

_____

☐ (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (j) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth , wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

Alberta
Saskatchewan

4. Permitted Encumbrances (if any):

None

SCHEDULE B
DESCRIPTION OF LANDS

Security Agreement
Non-Consumer

TO: Alberta Treasury Branches
("**ATB**")

BRANCH: #100, 4911 – 51 Street, Red Deer, Alberta T4N 6V4

FROM: **NEW LEAF ESSENTIALS (EAST) LTD.** (the "**Debtor**")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants to and in favour of ATB:

(i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and

(ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give

exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and

(d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent

permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement (**"Retained Collateral"**):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

(a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

(i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:

(A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or

(B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and

(ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

(c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to

prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor, and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective

from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 13 day of October, 2017.

WITNESS:

NEW LEAF ESSENTIALS (EAST) LTD.

By: _____

Title: Christopher Chivilo, President

By: _____

Title: _____

Full Address of Debtor:

138 St. Peters Road

Charlottetown, PE

C1A 5P5

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

00161807-1

ATB Financial™

SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (a).**

☐ (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

☒ (b) All of the Debtor's present and after-acquired Personal Property.

☐ (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.

☐ (d) All of the Debtor's present and after-acquired Personal Property except :

☐ (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.

☐ (g) All of the Debtor's present and after-acquired Inventory, wherever located.

☐ (h) The following described Personal Property: _____

_____

_____

☐ (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (j) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth , wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

Alberta
Saskatchewan
Prince Edward Island

4. Permitted Encumbrances (if any):

None

SCHEDULE B
DESCRIPTION OF LANDS

00161807-1

ATB Financial™

GENERAL SECURITY AGREEMENT
Commercial

TO: ATB Financial
("**ATB**")

BRANCH: Suite 600, 585 8 Avenue SW, Calgary, Alberta, T2P 1G1

FROM: 1309497 Alberta Ltd.
(the "**Debtor**")

WHEREAS the Debtor and ATB entered into a general security agreement dated June 24, 2014 (the "**Original Security Agreement**");

AND WHEREAS the Debtor, W.A. Grain Holdings Inc., New Leaf Essentials (West) Ltd., as borrowers and guarantors, 1887612 Alberta Ltd., New Leaf Essentials (East) Ltd., Christopher Chivilo and Tracey Chivilo, as guarantors, and ATB, as lender, entered into an amended and restated commitment letter dated January 13, 2020 (as amended, modified, supplemented, restated, or replaced, from time to time, the "**Commitment Letter**");

AND WHEREAS in connection with the Commitment Letter, the Debtor and ATB wish to enter into this Agreement for the purpose of amending and restating the Original Security Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained the parties hereby agree and declare as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired personal property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except for those described in Schedule "B".

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security

Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;

(b) to the Debtor's knowledge, having made due inquiry, each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) to the Debtor's knowledge, having made due inquiry, this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined

by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(d) ATB may apply to a court for the appointment of a Receiver, or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver, a Manager and a Receiver-Manager;

(e) any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;

(f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

(i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and

(j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

After Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) after Default, so that ATB or its nominee(s) may appear on record as the sole owner thereof after a Default. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

(a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:

(i) any one of the events described in Section 7 hereof occurring;

(ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;

(iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or

(iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION; PARAMOUNTCY OF COMMITMENT LETTER

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) ATB agrees and acknowledges that this Agreement has been granted by the Debtor to ATB pursuant to the Commitment Letter, and to the extent that any provisions of this Agreement, including, without limitation, any Default, as defined herein, conflict or are inconsistent with any of the provisions of the Commitment Letter, the Commitment Letter shall govern and prevail to resolve such conflict or inconsistency in any and all circumstances, such that the provisions of the Commitment Letter, shall be paramount to and supersede the provisions of this Agreement.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

21. AMENDMENT AND RESTATEMENT

The parties hereby agree that, effective on the date hereof, the Original Security Agreement shall be amended and restated in its entirety on the terms and condition of this Agreement without in any way affecting the rights or obligations of any party which may have accrued as of the date hereof pursuant to the provisions of such agreement prior to their amendment and restatement hereunder.

[*Signature page to follow*]

IN WITNESS WHEREOF the Debtor has executed this Agreement this 30 day of January, 2020.

1309497 ALBERTA LTD.

By: _____

Name: Christopher Peter Chivilo

Title: President

By: _____

Name:

Title:

Full Address of Debtor:

~~5041 – 50 Street~~ 4923-50 Street

Box 6345

Innisfail, AB T4G 1T1

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

_____

_____

_____

SCHEDULE A

Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (b).**

☐ (a) All of the Debtor's present and after-acquired personal property.

☒ (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.

☐ (c) All of the Debtor's present and after-acquired personal property except _____:

☐ (d) All _____ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (e) All accounts, instruments, debts and chattel paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.

☐ (f) All of the Debtor's present and after-acquired inventory, wherever located.

☐ (g) The following described personal property:

_____

_____

☐ (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (i) All _____, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

Locations of Collateral:

The Collateral is located at the following location(s):

_____

_____

_____

5118 – 48 Street, Bashaw, Alberta T0B 0H0
315 – 10 Avenue South, Carstairs, Alberta T0M 0N0
2509 Railway Avenue, Vanguard, SK S0N 2V0
SW 9;11;11;W3, Pambrun, SK (Box 299, Vanguard, Sask S0N 2V0),
Railway Ave E, Pontiex, SK S0N 1Z0
801 – 10 Milner Business Court, Scarborough, Ontario M1B 3C6

SCHEDULE B
PERMITTED ENCUMBRANCES

The "**Permitted Encumbrances**" as defined in Commitment Letter.

THIS IS EXHIBIT "**E**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Security Agreement
Non-Consumer

TO: Alberta Treasury Branches
("**ATB**")

BRANCH: #100, 4911 – 51 Street, Red Deer, Alberta T4N 6V4

FROM: **NEW LEAF ESSENTIALS (WEST) LTD.** (the "**Debtor**")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants to and in favour of ATB:

(i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and

(ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give

exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and

(d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent

permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

(a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

(i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:

(A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or

(B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and

(ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement

(c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to

prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective

from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 10th day of ~~May, 2017~~ July.

WITNESS:

Insert full name of Debtor

NEW LEAF ESSENTIALS (WEST) LTD.

By:

Title: Christopher Peter Chivilo, President

By:

Title:

Full Address of Debtor:

Box 6345, 5041 – 50 Street

Innisfail, Alberta

T4G 1T1

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (a).**

☒ (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

☐ (b) All of the Debtor's present and after-acquired Personal Property.

☐ (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.

☐ (d) All of the Debtor's present and after-acquired Personal Property except :

☐ (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.

☐ (g) All of the Debtor's present and after-acquired Inventory, wherever located.

☐ (h) The following described Personal Property: _____

_____

_____

☐ (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (j) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth , wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

4. Permitted Encumbrances (if any):

None

SCHEDULE B
DESCRIPTION OF LANDS

MORTGAGE OF LEASE

RECITALS:

A. NEW LEAF ESSENTIALS (WEST) LTD. (the "Mortgagor"), of 5041 - 50th Street, Box 6345, Innisfail T4G 1G1, Alberta, is the owner of a leasehold estate as tenant, subject however to such encumbrances, liens and interests as are notified on the existing Certificate of Title, of all or a portion of those lands located in the Province of Alberta described as follows:

PLAN 2369JK
THE SEWER POND AND NUISANCE GROUND SITE
WITHIN SW - 23 - 34 - 1 - W5M
CONTAINING 8.195 HECTARES (20.26 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(which, with the buildings and improvements located thereon are collectively called "the Lands", the leased portion of such Lands or buildings being called the "Premises").

B. The lesehold estate exists pursuant to the documents described in Schedule "A" (which, together with any extensions, renewals and amendments thereto, are collectively called the "Head Lease").

In consideration of the sum of $3,930,000.00 (the "Principal Sum") of lawful money of Canada lent to the Mortgagor, or to a third person or persons at the request of the Mortgagor, by Alberta Treasury Branches (the "Mortgagee"), the Mortgagor covenants with the Mortgagee as follows:

1. **REPAYMENT**

ON DEMAND

The Adress of the Mortgage in Alberta is:
#100 - 4911 - 51 Street
Red Deer, Alberta T4N 6V4

2. **NO MERGER**

The taking of a judgement or judgements under any of the covenants contained in this mortgage or in any other security for payment of the mortgage monies will not operate as a merger of such covenants or of the Mortgagee's security by way of a charge against the Premises and the Head Lease or affect the Mortgagee's right to interest at the Interest Rate and at the stipulated times on any monies owing to the Mortgagee under any such covenants. It is distinctly understood and agreed that the Interest Rate will be payable on the amount of any judgement.

3. **TAXES, CLAIMS AND COSTS**

(a) The Mortgagor will pay all taxes, rates, levies, assessments and impositions of the municipality or any other taxing authority which are now or hereafter levied, charged, assessed, imposed or payable against or in respect of the Premises, or on this mortgage or on the Mortgagee in respect of this mortgage, when the same are due, and will provide the Mortgagee with the receipts therefor.

(b) The Mortgagor will pay and discharge when due all claims of and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the laws of Canada or Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor.

(c) The Mortgagor will pay all rents and other charges due under the Head Lease and will perform and observe all the covenants and conditions expressed or implied in or by the Head Lease. The Mortgagor will indemnify and save harmless the Mortgagee in respect of the same and against all losses, costs, damages and forfeitures whatsoever occasioned by or by reason of or consequent upon any non-payment, non-performance or non-observance in the Premises.

(d) If the Mortgagor fails to pay when due any of the items required to be paid by the Mortgagor pursuant to any provision of this mortgage the Mortgagee may pay such items.

(e) If the Mortgagor fails to repair as provided by this mortgage, the Mortgagee may, at such times as it deems necessary and without the concurrence of any other person, make arrangements for maintaining, restoring, repairing, finishing, adding to, or putting in order the Premises, and for managing, improving, and taking care of them.

(f) All solicitor's, inspector's, valuator's, surveyor's and other fees and expenses for drawing and registering this mortgage, examining the Premises, the Lands, the title thereto, the Head Lease and other documents, and making or maintaining this mortgage a charge on the Premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting (including legal costs as between a solicitor and his own client of a full indemnity basis and also an allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided), together with all sums which the Mortgagee from time to time advances, expends or incurs pursuant to any provision contained in this mortgage, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, will be added to the Principal Sum, will be secured hereby and will be a charge on the Premises, together with interest thereon at the Interest Rate calculated from the date of advance or expenditure by the Mortgagee to the date of payment to the Mortgagee. All such monies will be payable to the Mortgagee on demand. The Mortgagee will have the right to deduct the amount of any such monies from any advance made to the Mortgagor after the date such expenditures are incurred.

4. **INSURANCE**

(a) The Mortgagor will immediately insure and keep insured during the continuance of this security the Premises to their full insurable value, with insurers approved by the Mortgagee, against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail, and such other risks as the Mortgagee requires. The Mortgagor will also obtain such other insurance, of kinds and in amounts required by the Mortgagee, including but not limited to business interruption or rental loss insurance if appropriate. The Mortgagor will not do or permit anything which might impair, reduce or void such insurance.

(b) The Mortgagor will deliver to the Mortgagee all policies of insurance with a mortgage clause attached, any loss thereunder to be payable to the Mortgagee.

(c) The Mortgagor will pay all premiums necessary to obtain and maintain such insurance as the same become due and, if requested by the Mortgagee, will immediately deliver to the Mortgagee the receipts therefor. Evidence of the renewal of such insurance will, if requested by the Mortgagee, be provided to the Mortgagee at least seven business days before the existing insurance expires; otherwise the Mortgagee may insure as herein provided.

(d) If there is loss or damage from any of the risks insured against, the Mortgagor will furnish proof of loss at its own expense and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. In respect of any such insurance monies received by the Mortgagee the Mortgagee may at its option:

(i) apply the same in or towards substantially rebuilding, reinstating or repairing the Premises; or
(ii) apply the same in or towards payment of any principal, interest or other monies owing under this mortgage; or
(iii) pay the same in whole or in part to the Mortgagor, but no such payment will operate as payment or a novation of the Mortgagor's indebtedness hereunder or as a reduction of this Mortgage; or
(iv) apply the same partly in one way and partly in another as the Mortgagee in its sole discretion determines.

To ensure that the Mortgagee may apply such insurance monies in the above manner, the Mortgagor assigns and releases to the Mortgagee all rights of the Mortgagor to receive the insurance monies and expressly waives all rights and benefits, to the extent that the same is permitted by law, pursuant to any legislation which provides for a contrary application of such insurance monies.

(e) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of all insurance monies to which it becomes entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor, file proofs of claim with any insurer who insures the Premises, settle or compromise any claim for insurance proceeds in respect of the Premises, commence and prosecute any action for recovery of insurance proceeds in respect of the Premises, and settle or compromise any such action. Notwithstanding the foregoing, it will remain the Mortgagor's responsibility to demand, recover and receive such payments. Nothing herein will render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of this power of attorney or for its failure to do any act or take any step in relation thereto.

(f) Pending application of any insurance monies by the Mortgagee, the same will be deemed to form part of the Premises and be subject to the charge hereby created.

(g) If the Mortgagor fails to keep the Premises insured as aforesaid or to pay the said premiums and amounts necessary for such purpose or to deliver the policies or receipts as aforesaid then the Mortgagee will have the right to insure the Premises in the manner aforesaid.

5. **IMPROVEMENTS TO BE FIXTURES**

(a) All erections and improvements, fixed or otherwise, now on or hereafter put upon the Premises (including but not limited to all buildings, mobile homes, machinery, plant, fences, furnaces, boilers, water heaters, heating, plumbing, air conditioning, cooking, refrigerating, ventilating, lighting and water-heating equipment, blinds, windows and doors, and all apparatus and equipment appurtenant thereto, whether moveable or stationary, with the proper, usual and necessary gears, construction and appliances) are and will, in addition to other fixtures thereon, be and become fixtures and become part of the realty and of the security and are included in the expression "the Premises".

(b) If the Principal Sum is to be advanced from time to time upon the progress of construction of any improvements which are to be erected on the Premises, then:

(i) such advances will be made from time to time in accordance with the progress of construction of such improvements and will be made in such manner, at such times, and in such amounts as the Mortgagee in its sole discretion determines, subject always to the Mortgagee's discretion to advance or not advance as it sees fit;
(ii) the Mortgagor will construct such improvements in accordance with plans and specifications which have been approved by the Mortgagee and will diligently carry on the completion of the same;
(iii) the Mortgagee will be entitled to retain such sums as it deems necessary in respect of builders' lien holdbacks pursuant to the Builders' Lien Act of Alberta or any other applicable legislation, which sums will be held for such length of time as the Mortgagee sees fit;
(iv) the Mortgagee may pay any builders' liens which exist or may be claimed and it will not be liable or responsible to determine the validity or correctness of any such claim;
(v) if the Mortgagor fails to complete such improvements with reasonable diligence:

(A) the Mortgagee may, without notice to the Mortgagor, enter upon the Premises and take possession thereof with power to carry on the completion of such improvements and with discretion to alter the plans and specifications if it deems necessary in order to complete the same, and
(B) if the Mortgagee is unable to complete the same properly with the amount of the Principal Sum, the Mortgagee may in its sole discretion advance such further monies as may be required.

6. **USE OF THE PREMISES AND THE LANDS**

(a) The Mortgagor will not commit or permit any act of waste upon the Premises or the Lands or do or permit to be done anything which might impair their value.

(b) The Mortgagor will sufficiently repair, maintain, restore, amend and keep the Premises in good and substantial repair.

(c) The Mortgagee by its agents, solicitors or inspectors may enter on the Premises at any reasonable time to view their state of repair.

(d) If in the opinion of the Mortgagee the Premises are not in a proper state of repair it may serve notice on the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If the Mortgagor fails to comply with such notice such failure will constitute a breach of covenant hereunder. In such case the Mortgagee or its agents, employees or contractors may enter on the premises and proceed to repair as provided in this mortgage and will have all the remedies available to the Mortgagee.

(e) The Mortgagor will at all times observe and perform every covenant on its part to be observed and performed under the Head Lease or any other agreement through which the Mortgagor derives an interest as tenant of the Lands.

(f) In its ownership, operation and management of the Premises the Mortgagor will observe and comply with all applicable federal, provincial and municipal by-laws, statutes, ordinances, regulations, orders and restrictions, including but not limited to those referred to in paragraph 7 and all health, fire, safety and land use by-laws and building codes.

(g) The Premises must at all times be professionally managed. If in the Mortgagee's sole opinion the Premises are not being professionally managed, the Mortgagee will have the right to appoint a property manager of its choosing. The Mortgagor will be responsible for paying all costs, fees and expenses of any such property manager. Appointment of a property manager by the Mortgagee will not relieve the Mortgagor from any of its obligations or covenants in this mortgage.

7. CARE OF THE PREMISES AND THE LANDS

(a) In this mortgage:

(i) "environment" includes the Lands and surroundings;

(ii) "pollutant" means any substance, class of substances, mixture of substances, form of energy or combination thereof that is capable of entering the environment in a quantity or concentration or under conditions that may cause an immediate or long term adverse effect, and includes anything defined as a hazardous substance, hazardous waste, toxic substance, dangerous goods, hazardous chemical, contaminant, or agricultural chemical under any federal, provincial or municipal laws or by-laws now or hereafter in force;

(iii) "release" includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning.

(b) Neither the Mortgagor, nor, to the knowledge of the Mortgagor after diligent inquiry and investigation, any other person, has ever caused or permitted any pollutant to be placed, handled, stored or disposed of on, under or at the Premises, or on, under or at any other portion of the Lands or adjacent lands, except as disclosed to the Mortgagee in writing.

(c) The Mortgagor will not allow any pollutant to be placed, handled, stored or disposed of on, under or at the Premises without the prior written consent of the Mortgagee, which consent may be arbitrarily or unreasonably withheld.

(d) To the extent that any pollutant is placed, handled, stored or disposed of on, under or at the Premises:

(i) the Mortgagor has, and will continue to have, all necessary federal, provincial and municipal licenses, certificates and permits and is and will continue to be in compliance with all applicable federal, provincial and municipal laws and by-laws;

(ii) the Mortgagor will not cause or permit to exist, as a result of an intentional or unintentional act or omission on its part (or on the part of its agents, contractors or any other person or entity for whose acts or omissions it is responsible), a release of any pollutant on, under or at the Premises, unless such release is pursuant to and in compliance with the conditions of a permit issued by the appropriate governmental authority;

(iii) if the Mortgagor receives any verbal or written notice of an unauthorized release, or any complaint, order, citation or notice with regard to a release or any other environmental, health or safety matter affecting the premises ("environmental complaint") from any person or entity, including without limitation Alberta Environment or Environment Canada, then the Mortgagor will give immediate oral and written notice (with a copy of the environmental complaint) of such release to the Mortgagee;

(iv) the Mortgagor will promptly take all necessary remedial action in response to the unauthorized release; provided, however, that the Mortgagor will not, without the Mortgagee's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of the Mortgagee's security hereunder. The Mortgagee's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain the Mortgagee's consent prior to undertaking such action. If the Mortgagor undertakes any remedial action the Mortgagor will immediately notify the Mortgagee of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all governmental authorities, to the satisfaction of the Mortgagee;

(v) in addition to and not in limitation of the Mortgagee's rights under this mortgage, the Mortgagee will have the right to take such actions, including without limitation hiring consultants and undertaking sampling and testing, as it deems necessary or advisable to remedy, remove, resolve or minimize the impact of, or otherwise deal with, any pollutant or environmental complaint upon its receipt of any notice from any person or entity, including without limitation Alberta Environment or Environment Canada, asserting the happening of an unauthorized release on, under or at the Premises which, if true, could result in any order, suit or other action against the Mortgagor or Mortgagee or the Premises by any governmental agency or otherwise which, in the sole opinion of the Mortgagee, could jeopardize its security under this mortgage. All costs and expenses incurred by the Mortgagee in the exercise of any such rights will be added to the Principal Sum and will be payable by the Mortgagor on demand;

(vi) the Mortgagee may require that the Mortgagor from time to time promptly cause such tests and procedures as the Mortgagee deems appropriate to be conducted by professionals in a manner satisfactory to the Mortgagee, for the purpose of assuring compliance with all federal, provincial and municipal laws and by-laws, and having such compliance certified to the Mortgagee. Such tests and procedures will be commenced promptly and completed with results reported to the Mortgagee within thirty days following written notice from the Mortgagee. All costs incurred in respect of such procedures will be paid by the Mortgagor. If the Mortgagee incurs any expense in respect thereof the amount thereof will be added to the Principal Sum and the Mortgagor will reimburse the Mortgagee for all such sums on demand; and

(vii) the Mortgagor agrees to defend, indemnify, and hold the Mortgagee harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, legal costs as between a solicitor and his own client on a full indemnity basis, including those arising by reason of any of the aforesaid or an action under this indemnity) arising directly or indirectly from, out of or by reason of any release, environmental complaint, or any environmental health, fire, safety, and land use law governing the Mortgagor, its operations or the Premises. This indemnity will apply notwithstanding any negligent or other contributory conduct by or on the part of the Mortgagee or any one or more other parties or third parties and will survive the payment of and the satisfaction of this mortgage.

(e) Without restricting the generality of the foregoing, if gasoline or other storage tanks are located on, under, or at the Premises, the Mortgagor will:

(i) maintain and repair such storage tanks in compliance with applicable laws, including the Fire Code, and

(ii) at the request of the Mortgagee, as additional security assign to the Mortgagee any warranties or guarantees received from the manufacturer or installer of such storage tanks.

(f) Upon request from the Mortgagee, the Mortgagor will:

(i) provide the Mortgagee with all information which the Mortgagee reasonably requests as to the proposed use of the Lands by any tenant, and

(ii) incorporate into any proposed lease any provisions which the Mortgagee requires to be incorporated.

8. **COVENANTS UNDER THE LAND TITLES ACT**

The Mortgagor:

(a) has a good title to a leasehold estate in the Lands;

(b) has the right to mortgage its leasehold estate in the Lands;

(c) on default, the Mortgagee will have quiet possession of the Premises free from all encumbrances, but subject to the Head Lease and any other agreements through which the Mortgagor derives its leasehold estate in the Lands;

(d) will execute such further assurances as may be requisite in respect of the Mortgagor's leasehold estate in the Lands; and

(e) has done no act to encumber its leasehold estate in the Lands except as noted on the Certificate of Title thereto.

9. **DEFAULT AND ACCELERATION**

The unpaid balance of the Principal Sum, interest and other monies secured by this mortgage will, at the option of the Mortgagee, immediately become due whether with or without prior demand therefor and without any days of grace being allowed to the Mortgagor, and the security of this mortgage will immediately become enforceable and may be enforced without the requirement of any or any further notice of default or nonpayment from the Mortgagee to the Mortgagor, in each of the following events:

(a) the Mortgagor defaults in payment,

(b) the Mortgagor defaults in the observance or performance of any obligation, covenant or liability of the Mortgagor to the Mortgagee, whether contained herein or in another security or agreement executed and delivered by the Mortgagor to the Mortgagee, and, except as otherwise expressly provided, such default continues for more than seven days following written notice from the Mortgagee to remedy the same;

(c) the Mortgagor defaults in the observance or performance of any obligation or covenant, express or implied, in the Head Lease;

(d) any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Premises or the Mortgagor proves to have been false or misleading in any material respect when made or furnished;

(e) there is loss or damage to the Premises which materially adversely affects their income-generating ability, in the reasonable opinion of the Mortgagee, and such loss or damage cannot be repaired or replaced so as to re-establish the income-generating ability of the Premises within a reasonable time and in any case within ninety days following such loss or damage;

(f) there is a seizure or attachment to or on the Premises which materially adversely affects their income-generating ability, in the reasonable opinion of the Mortgagee, which is not removed or satisfied within thirty days;

(g) any charge or encumbrance created or issued by the Mortgagor in the nature of a floating charge becomes enforceable and any step is taken to enforce the same;

(h) an order is made, an effective resolution passed or an application is filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the Premises is appointed;

(i) the Mortgagor becomes insolvent, makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency, or a bankruptcy application or bankruptcy order is filed or made against the Mortgagor;

(j) the Mortgagor ceases or threatens to cease to carry on its business, makes a bulk sale of its assets or commits or threatens to commit any act of bankruptcy;

(k) any other mortgagee, encumbrancee or other party having a charge on the Premises commences proceedings to enforce its rights or security in such mortgage, encumbrance or charge or takes steps to collect all or any of the income generated from the Premises;

(l) the Mortgagor grants or attempts to grant any form of security to any person other than the Mortgagee ranking or purporting to rank in priority to or equally with the security held by the Mortgagee on the Premises;

(m) the Mortgagor abandons the Premises; or

(n) if the Mortgagor operates a business at the Premises, it fails to maintain and operate such business as a going concern in a prudent and businesslike manner to the reasonable satisfaction of the Mortgagee.

10. **REMEDIES**

Upon default by the Mortgagor in any of its covenants herein contained or referred to, in addition to all other remedies the Mortgagee may have, the Mortgagee may:

(a) enter into possession of the Premises and hold and enjoy the same for the then residue of the term of years demised in the Head Lease, without the let, suit, hindrance, interruption or denial of the Mortgagor or of any person whatsoever;

(b) receive and collect the rents, issues and profits from the Premises;

(c) whether in or out of possession, make any sublease as it thinks fit;

(d) sell and absolutely dispose of the Mortgagor's interest in the Head Lease and the Premises in any manner whatsoever;

(e) enter, seize and distrain upon the Premises, and by distress warrant recover by way of rent reserved as in the case of a demise of the Premises as much of the Principal Sum, interest and other monies as is from time to time in arrears, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent; and

(f) uppoint a Receiver pursuant to paragraph 11.

11. APPOINTMENT OF RECEIVER OR RECEIVER-MANAGER

(a) At any time when there is default under any of the provisions of this mortgage the Mortgagee may, with or without entering into possession of the Premises, appoint in writing a receiver or a receiver/manager (the "Receiver") of the Premises and of the rents and revenues therefrom with or without security. The Mortgagee may from time to time by similar writing remove any Receiver and appoint another in its place. In making any such appointment or removal the Mortgagee will be deemed to be acting as agent or attorney for the Mortgagor. The statutory declaration of an officer of the Mortgagee as to the existence of such default will be conclusive evidence of such default. Every Receiver will be the irrevocable assignee or attorney of the Mortgagor for the collection of all rents falling due in respect of the Premises. Every Receiver may, in the discretion of the Mortgagee exercised in writing, be vested with all or any powers and discretions of the Mortgagee. The Mortgagee may from time to time fix the renumeration of every Receiver, who will be entitled to deduct the same from the income or proceeds of sale of the Mortgagor's leasehold estate in the Premises. Every Receiver will, as far as concerns responsibility for its acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee. The appointment of every Receiver by the Mortgagee will not incur or create any liability on the part of the Mortgagee to the Receiver in any respect. Such appointment or anything which may be done by the Receiver or the removal of any Receiver or the termination of any receivership will not have the effect of constituting the Mortgagee a mortgagee in possession of the Premises. Every Receiver will from time to time have the power to rent or sub-let the Premises for such term and subject to such provisions as it deems advisable or expedient. In so doing every Receiver will act as the attorney or agent of the Mortgagor and will have the authority to execute any lease or sub-lease of the Premises in the name of and on behalf of the Mortgagor. The Mortgagor undertakes to ratify and confirm whatever any Receiver does in respect of the Premises. Every Receiver will have full power to manage, operate, amend, repair, alter or extend the Premises in the name of the Mortgagor for all purposes including securing the payment of rental for the Premises. In exercising such powers the Receiver will have all incidental powers, including the power to borrow such funds as may be required in connection therewith. No Receiver will be liable to the Mortgagor to account for monies or damages other than cash received by it in respect of the Premises. Out of such cash so received every Receiver will in the following order pay:

(i) its renumeration,
(ii) all payments made or incurred by it in connection with the management, operation, amendment, repair, alteration or extension of the Premises, and
(iii) interest, principal and other money which may from time to time be charged upon the Premises in priority to this mortgage, and all taxes, insurance premiums and every other expenditure made or incurred by it in respect of the Premises.

(b) Notwithstanding the provisions of subparagraph (a) above and in addition to the right of private appointment contained therein, the Mortgagee will have the right to apply to a court of competent jurisdiction for the appointment of a receiver or a receiver-manager, whether such application is made prior to or after the appointment of a Receiver pursuant to subparagraph (a). The right to apply to a court for the appointment of a receiver or receiver-manager may be exercised at any time by the Mortgagee in its sole discretion.

12. POWER OF ATTORNEY

Upon the occurrence of an event of default pursuant to paragraph 9, the following power of attorney will take effect: the Mortgagor hereby irrevocably appoints the Mortgagee, or such person or corporation as may be designated by the Mortgagee, as attorney on behalf of the Mortgagor to sell, lease, mortgage or otherwise dispose of or encumber the Head Lease and the reversion thereof and its leasehold estate in the Premises, to execute all instruments and do all acts, matters and things that may be necessary or convenient for carrying out the powers hereby given and for the recovery of all sums of money owing for or in respect of the Mortgagor's leasehold estate in the Premises, for the enforcement of all contracts and covenants in respect thereof, and for the taking and maintaining of possession of and the protection and preservation of the Premises.

13. DUE ON SALE

(a) If, without the prior written consent of the Mortgagee:

(i) the Mortgagor sells, conveys, transfers or assigns all or any part of its leasehold estate in the Lands, or
(ii) where the Mortgagor is a corporation, there is a change in the control of such corporation;

the full amount then secured by this mortgage will, at the option of the Mortgagee, become immediately due and payable upon notice to the Mortgagor.

(b) For the purposes of this clause a change of control of a corporation will be deemed to occur if:

(i) there is a change of control in fact of the corporation within the meaning of section 256(5.1) and related sections of the Income Tax Act (Canada), or
(ii) more than 10% of the issued shares of the corporation carrying voting rights in respect of the election of directors of the corporation become owned by a body corporate, person or group of persons other than that or those which own or owns the issued voting shares in the corporation as at the date of this mortgage.

(c) The giving or withholding of consent will be solely within the Mortgagee's discretion. As a condition of consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions as the Mortgagee requires.

14. ASSIGNMENT OF RENTALS

As further security to the Mortgagee for repayment of the monies secured by this mortgage, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee all rents and other revenues from the Lands now or hereafter due or to become due, provided that:

(a) the Mortgagor will be entitled to receive and recover such rents and other revenues until default under this mortgage;

(b) if the Mortgagor defaults, all monies received by the Mortgagor in respect of the Lands after the default will be received by the Mortgagor in trust for the Mortgagee. Immediately after receiving such monies the Mortgagor will pay them to the Mortgagee;

(c) the Mortgagee will have no obligation to collect any such rents or other revenues at any time and will be liable only for monies actually received;

(d) nothing contained in this clause nor the exercise by the Mortgagee of any rights or remedies arising herefrom will place or be deemed to place the Mortgagee in possession of the Lands.

(e) neither this assignment, nor the collection of rents pursuant to it, will be construed as a recognition or acceptance of any lease with respect to the Lands;

(f) the Mortgagor will not accept any rents in excess of one monthly instalment in advance;

(g) whenever requested by the Mortgagee the Mortgagor will assign to the Mortgagee its interest in each specific lease of the Lands and will execute such further specific or general assignments as may be requested by the Mortgagee from time to time; and

(h) the Mortgagee or its agents may separately register this assignment wherever the Mortgagee in its discretion deems appropriate.

15. **CONDOMINIUM**

If the Lands are or hereafter become subject to a condominium plan duly created pursuant to the provisions of the Condominium Property Act of Alberta (which, as amended from time to time, together with any legislation substituted therefor is herein collectively called "the Act"), then:

(a) the Mortgagor fully and absolutely assigns, transfers and sets over to the Mortgagee all of the Mortgagor's voting rights now existing or which may hereafter come into existence with respect to the Lands and with respect to the Condominium Corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the condominium unit or units being charged by this mortgage (the "Condominium Corporation"), whether such voting rights arise under the Act, under the By-laws of the Condominium Corporation, under any agreement with the Condominium Corporation, or otherwise howsoever. The Mortgagor will execute any documentation which in the sole opinion of the Mortgagee is necessary or advisable to give full effect to the foregoing. Provided however, that if the Mortgagee is not present in person or by proxy, or, if present, does not wish to vote, then the Mortgagor may without further authority exercise all voting rights other than the right to vote on any matter requiring a unanimous resolution. Provided further that the Mortgagee may, by written notice to the Mortgagor, terminate all voting rights and privileges of the Mortgagor;

(b) notwithstanding anything to the contrary herein contained:

(i) the Mortgagor will observe and perform every covenant and provision required to be performed under or pursuant to the terms of this mortgage, the Act, the Bylaws of the Condominium Corporation in effect from time to time, and under any agreement between the Mortgagor and the Condominium Corporation, and

(ii) without limiting the generality of the preceding subparagraph, the Mortgagor will pay promptly when due all assessments, instalments or payments owing by it to the Condominium Corporation; and

(c) where the Mortgagor defaults in the Mortgagor's obligations to contribute to the common expenses assessed or levied by the Condominium Corporation or any authorized agent on its behalf, or any assessment, instalment or payment owing to the Condominium Corporation, or upon breach of any covenant or provision contained in this section, then regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor may pay such contribution owing to the Condominium Corporation or rectify any such default or breach by the Mortgagor.

16. **SUBROGATION**

The Mortgagee may pay off any charges or encumbrances against the interest of the Mortgagor in the Premises and in such cases will be subrogated to the rights of, stand in the position of, and be entitled to all the equities of the person so paid off, whether the same are or are not discharged.

17. **PRIOR CHARGE**

If the Mortgagor defaults in the performance of any covenants, payments or conditions contained in any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this mortgage (any and all of which are herein called the "Prior Charge") then such default will constitute a default under this mortgage and the full amount then secured by this mortgage will, at the option of the Mortgagee, become immediately due and payable without notice or demand. The Mortgagee will be entitled to pay any arrears or other sums payable under the Prior Charge, or to pay off all or any portion of the amount thereby secured. For the purposes of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge in the name of and on behalf of the Mortgagor. In this regard the Mortgagor hereby assigns to the Mortgagee its equity of redemption, if any, with respect to the Prior Charge, together with the statutory right of redemption given to the Mortgagor by the provisions of Section 39 of The Law of Property Act of Alberta, as in force and amended from time to time. It is the intention of the parties that the Mortgagee will have the same rights and powers, but not the liabilities, as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the Prior Charge, but only to the extent above stipulated. Nothing herein contained will create any obligation on the Mortgagee to cure any default on behalf of the Mortgagor.

18. **PARTIAL RELEASE**

The Mortgagee may release any part of the Premises at any time at its discretion, or may release any person from this mortgage or from any of the covenants contained herein or in any collateral security, either with or without any consideration therefor, without responsibility therefor, and without releasing any other part of the Premises, any other person or any collateral security.

19. **ATTORNMENT**

For better securing the punctual payment of the sums secured by this mortgage, the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Premises at a rental equivalent to the amount of interest accrued on the outstanding Principal Sum during such month, the same to be paid on demand. If any judgement, execution or attachment is issued against any of the Mortgagor's goods or lands or if the Mortgagor becomes insolvent or bankrupt or commits an act of bankruptcy or takes the benefit of any statute relating to bankrupt or insolvent debtors then such rental, together with the rental for the next two months, will, if not already payable, be payable immediately. The legal relation of landlord and tenant is hereby constituted between the Mortgagor and the Mortgagee. Neither this clause, nor anything done by virtue thereof, will render the Mortgagee a mortgagee in possession or accountable for any monies except those actually received. The Mortgagee may at any time after default hereunder enter on the Premises and determine the tenancy hereby created without giving any notice to quit.

20. **MORTGAGEE IN POSSESSION**

If the Mortgagee exercises any of its rights hereunder, or goes into possession of the Premises for any purpose under the powers conferred upon it by this mortgage or by law, it will not be deemed to be a mortgagee in possession nor responsible in any way for anything other than monies actually received by it.

21. **APPROPRIATION OF PAYMENTS**

Any payments made by the Mortgagor on account of this mortgage are to be applied firstly to interest calculated as aforesaid on so much of the Principal Sum as from time to time remains unpaid and the balance, if any, will be applied on account of the Principal Sum; except, however, in the case of default by the Mortgagor, in which case the Mortgagee may apply any payments received during the period of default in whatever order it may elect as between rent, taxes, interest, the Principal Sum, repairs, insurance premiums and other monies secured by this mortgage.

22. EXPROPRIATION AND CONDEMNATION

(a) Notwithstanding anything to the contrary contained herein, if the Mortgagee receives a notice of intention to expropriate (as referred to in the Expropriation Act of Alberta) the Premises or the estate or interest of the Mortgagee in the Premises, or the Premises are condemned by any authority having jurisdiction in that regard, then the Principal Sum, interest and other monies hereby secured will at the option of the Mortgagee automatically become due in full on demand by the Mortgagee.

(b) The damages, proceeds, consideration and award, whether awarded by the Land Compensation Board, the Surface Rights Board, a court or otherwise, resulting from any expropriation are, to the extent of the full amount of the monies and obligations secured by this mortgage and remaining unpaid on the date of such expropriation, hereby assigned by the Mortgagor to the Mortgagee and will be paid immediately to the Mortgagee.

(c) The Mortgagor acknowledges that it is aware of the provisions of Sections 49 and 52 of The Expropriation Act, Chapter E-16, S.A. 1980, and any amendments thereto, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof. The Mortgagor will pay to the Mortgagee the difference between the amount owing under this mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the Interest Rate both before and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

23. GENERAL CLAUSES

(a) Any notice required or permitted to be given to the Mortgagor may be delivered personally or be mailed by registered mail addressed to the Mortgagor at its last known address as shown on the records of the Mortgagee. Such notice will be conclusively deemed to have been received on the date of delivery or 3 business days after the date of mailing. No want of notice or publication when required by this mortgage or by any statute, nor any impropriety or irregularity, will invalidate any sale made or purported to be made under this mortgage.

(b) Whenever the Mortgagee is given the right, permission or discretion to take some step or to exercise some remedy pursuant to this mortgage, the Mortgagee will have no obligation to exercise or act on the right, permission or discretion or to do anything whatsoever pursuant thereto. The Mortgagee will have no liability whatsoever for choosing not to exercise or act, in whole or in part, on such right, permission, discretion or remedy.

(c) No waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained or implied will take effect or be binding on the Mortgagee unless the same is in writing from the Mortgagee or its duly authorized agent. Such waiver will not nullify such covenant, proviso, condition or agreement, affect its future enforcement or be a waiver of any subsequent breach of the same.

(d) A default in the due performance by the Mortgagor of any of its covenants contained in any promissory notes, collateral security or securities which may now or at any time be held or taken by the Mortgagee in respect of the sum secured hereby will, in addition to its usual effect, have the same effect and give rise to the same rights and remedies as a default under the terms of this mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this mortgage or in respect of any of the said promissory notes or securities, the Mortgagee may either concurrently with such suit, successively or otherwise, pursue any or all of its other remedies. If the Mortgagee pursues one or other of the said remedies, this will not constitute an election by the Mortgagee to abandon any of the other remedies.

(e) If the Mortgagor operates a business at the Premises or otherwise derives revenue therefrom the Mortgagor will:

(i) maintain proper records and books of account with respect to revenue and expenses related to the Premises. The Mortgagor will allow the Mortgagee's representatives at all reasonable times to inspect all such records and books of account as such representatives may deem necessary;
(ii) maintain an operating account at a branch of the Mortgagee; and
(iii) provide to the Mortgagee:

(A) such financial statements for the Mortgagor as may be requested by the Mortgagee; and
(B) such other information, financial or otherwise, as to the business and affairs of the Mortgagor, in relation to the Mortgagor being able to observe and perform its obligations to the Mortgagee under this mortgage, as the Mortgagee from time to time reasonably requests.

(f) Neither the execution nor registration of this mortgage nor the advance or re-advance of part of the monies hereby intended to be secured will bind the Mortgagee to advance or re-advance the said monies or any unadvanced part thereof. The advance or re-advance of the said monies or any part thereof from time to time will be in the sole discretion of the Mortgagee. The lien and charge hereby created will take effect forthwith on the execution of this mortgage, notwithstanding that the balance owing may fluctuate, may from time to time be reduced to a nil balance, or that monies advanced may be repaid and further advances made.

(g) If the Mortgagor is a body corporate it will maintain its separate corporate existence and do all such things as are required in order to permit it to carry on its business.

24. INTERPRETATION

(a) If the context or parties so require, wherever the neuter is used it will include the feminine and masculine, and wherever the singular is used it will include the plural.

(b) Wherever the words "Lands" or "Premises" are used they will be deemed to include the phrase "or any part thereof" where the context so permits.

(c) If more than one person or other legal entity has signed this mortgage as Mortgagor then all covenants and stipulations herein contained or implied will apply to and be binding upon all signatories jointly and severally; provided always, and it is expressly agreed, that all covenants, provisos, powers, privileges and licenses herein expressed or implied will be binding upon and enure to the benefit of the respective legal personal representatives, successors and permitted assigns of the Mortgagor and the Mortgagee.

(d) The terms, conditions, covenants and provisions contained in any schedules to this mortgage are incorporated by reference and form a part of this mortgage as fully as if set out in the body of this mortgage. The covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee contained in this mortgage are in addition to those granted or implied by statute or otherwise imposed or granted by law.

(e) If any provision of this mortgage is held to be invalid or unenforceable by a Court of competent jurisdiction it will be deemed to have been deleted from the mortgage and the remaining provisions of this mortgage will continue in full force and effect and be enforced to the greatest extent permitted by law.

(f) The headings contained in this mortgage are inserted for ease of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee.

(g) This mortgage may be granted pursuant to or in connection with a commitment letter, loan agreement or other agreement or security entered into by the Mortgagor with the Mortgagee. In such case neither the execution nor registration of this mortgage or any additional or other security or documentation will act as a merger of or otherwise affect the enforceability thereof or hereof. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, whether related to the within transaction or otherwise, will be in addition to and not in substitution for any agreements or securities previously granted, unless expressly provided to the contrary therein.

25. **LEASEHOLD ESTATE**

(a) This mortgage is intended to have effect as security and is intended to be a mortgage under the Land Titles Act of Alberta, provided that if the principles of common law are applicable to this mortgage, notwithstanding anything to the contrary contained herein, this mortgage will not operate as a transfer or assignment to the Mortgagee of the entire leasehold estate of the Mortgagor in the Premises. The Mortgagor will, by the granting of this mortgage, have subleased to the Mortgagee its leasehold estate in the Premises for and during the residue of the term of the Head Lease, except the last day thereof, at a total rent for such sublease of $1.00, a receipt of which is hereby acknowledged by the Mortgagor.

(b) The Mortgagor will at all proper times take such proceedings and make, do and execute all such acts, deeds, matters and things as may be required for obtaining the renewal of any lease (including, without limitation, the Head Lease) under which the Mortgagor derives a leasehold interest in the Premises. Upon the Mortgagor obtaining any such renewal this mortgage will extend to the term of such renewal, save and except the last day of such renewal terms, and all such renewals will be subject to this mortgage.

(c) The Mortgagor has the right, power and authority to mortgage and sublet its leasehold estate in the Premises.

(d) The Head Lease is at the date of this mortgage good, valid and subsisting in law and has not been and is not surrendered, forfeited, void or voidable. All rents and covenants therein reserved and contained have been duly paid and performed by the Mortgagor up to the date hereof.

(e) If this mortgage is considered a sublease to the Mortgagee as aforesaid, the Mortgagor will stand possessed of the Premises for the residue of the term granted by the Head Lease in trust for the Mortgagee, and will assign and dispose thereof as the Mortgagee directs subject as herein provided. The Mortgagor will, at the request of the Mortgagee but at the cost, charge and expense of the Mortgagor, grant and assign to the Mortgagee, or to whom it may appoint, the last day of the said term hereinbefore excepted, or any renewal or substituted term.

(f) If the Mortgagor refuses or neglects to renew the Head Lease or any renewals thereof, and to pay the fees, costs, charges and expenses incidental to and payable upon such renewals, then and as often as it happens, the Mortgagee may, if it think proper, effect such renewals in its own name or otherwise. In that case the Head Lease as renewed and the Premises will remain and be a security to the Mortgagee for the payment of all money paid by it for such renewal and costs, charges and expenses as for any other sums that may be due by virtue of this mortgage.

26. **FREEHOLD ESTATE**

If the Mortgagor at any time or from time to time extends the size of the Premises, increases the size of its equity in the Premises, or becomes registered as owner or entitled to be registered as owner of the fee simple of the Lands then this mortgage will become enlarged to be a mortgage of the increased size of the Premises or of the increased size of the equity or of the fee simple, as the case may be.

27. **REVOLVING CREDIT**

For the purposes of Section 104 (2) of the Land Titles Act of Alberta, R.S.A. 2000, C. L-4, as amended or replaced from time to time, it is hereby declared by and agreed between the Mortgagor and the Mortgagee that this mortgage may be held by the Mortgagee as security for a revolving line of credit up to a specific Principal Sum equal to the sum identified in this mortgage as being the Principal Sum lent or to be lent to the Mortgagor.

28. **CHARGE**

For better securing to the Mortgagee the repayment in manner aforesaid of the Principal Sum and interest and monies hereby secured, and for the due performance by the Mortgagor of every covenant, proviso and condition herein expressed or implied, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in and to the Premises and in and to the Head Lease.

29. **RENEWAL, EXTENSION OR AMENDMENT**

If the Mortgagee agrees to renew, extend or amend this mortgage, such renewal, extension or amending agreement need not be registered against the title to the Lands or the Mortgagor's leasehold estate therein. Such agreement will be binding upon the Mortgagor, its assignees and all subsequent mortgagees, encumbrancers or other parties claiming an interest in the Mortgagor's leasehold estate in the Lands. Such agreement will take priority as against such assignees and subsequent mortgagees, encumbrancers and other parties. It will not be necessary to register such agreement in order to retain the priority of this mortgage so altered; provided however that the Mortgagee may at any time, in its discretion, register such agreement or a caveat pursuant to such agreement. It is expressly acknowledged that such agreement may increase the rate of interest chargeable hereunder.

30. **DISCHARGE**

The Mortgagee will have a reasonable time after receipt of payment in full to provide the Mortgagor with a registrable discharge of this mortgage. All costs related to such discharge will be borne by the Mortgagor to the extent permitted by law.

IN WITNESS WHEREOF the Mortgagor has executed this mortgage on the 10th day of ~~May~~ July 2017

NEW LEAF ESSENTIALS (WEST) LTD.

SIGNED AND DELIVERED)
by the Mortgagor in the presence of:)
)

Per: Christopher Peter Chivilo

)

Witness:

DOWER ACT
AFFIDAVIT

I, , of Alberta, make oath and say:

1. I am the mortgagor named in the within instrument.

2. (a) I am not married.
   or
   (b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.
   or
   (c) I am married to being the person who executed release of dower rights registered in the Land Titles Office on , as instrument number .
   or
   (d) A judgement for damages was obtained against me by my spouse and registered in the Land Titles Office on , 20 as instrument number .

SWORN before me at)
in the Province of Alberta on , 20)
)

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires:

DOWER ACT
CONSENT OF SPOUSE

I, , being married to , do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the Dower Act, to the extent necessary to give effect to the disposition.

DOWER ACT
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by apart from [HER/HIS][HUSBAND/WIFE].
2. acknowledged to me that [SHE/HE]
   (a) is aware of the nature of the disposition,
   (b) is aware that the Dower Act gives [HER/HIM] a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
   (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to [HIM/HER] by the Dower Act to the extent necessary to give effect to the said disposition,
   (d) is executing the document freely and voluntarily without any compulsion on the part of [HER/HIS][HUSBAND/WIFE].

Dated at in the Province of Alberta on , 20 .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires _____

AFFIDAVIT OF EXECUTION

I, of , in the Province of Alberta MAKE OATH AND SAY

1. That I was personally present and did see who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

   or

   I was personally present and did see who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duty sign the instrument;
2. That the same was executed at in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said , and he is in my belief of the full age of eighteen years.

SWORN before me at)
in the Province of Alberta)
this day of)

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires ____

AFFIDAVIT OF EXECUTION

I, of in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said , and he is in my belief of the full age of eighteen years.

SWORN before me at)
in the Province of Alberta)
this day of , 20) _____

_____
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires ____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of in the Province of Alberta, MAKE OATH AND SAY:

1. I am an officer or director of named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at)
in the Province of Alberta)
this _____day of ,) _____

_____
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, ,of , in the Province of Alberta, MAKE OATH AND SAY:

1. I am an officer or director of named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at)
in the Province of Alberta)
this day of ,) _____

_____
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires _____

THIS IS SCHEDULE "A" TO THE MORTGAGE OF LEASE MADE BY NEW LEAF ESSENTIALS (West) ~~[illegible]~~ LTD. IN FAVOUR OF ALBERTA TREASURY BRANCHES ON THE _____ DAY OF July, 2017.

THE HEAD LEASE

TYPE OF DOCUMENT	DATE OF DOCUMENT	MAJOR PARTIES TO DOCUMENT
LEASE AGREEMENT	June 15, 2017	THE VILLAGE OF BOWDEN ("LANDLORD") AND NEW LEAF ESSENTIALS (WEST) LTD. ("TENANT")

LANDLORD'S CONSENT

The undersigned, being the current landlord under the lease agreement identified as the "Head Lease" in the Mortgage of Lease (the "Mortgage") to which this Consent is attached, hereby consents to the Mortgage to Alberta Treasury Branches ("ATB") as attached hereto. The undersigned, reserving all rights in respect of future mortgages, assignments or subletting; confirms that the Head Lease and other documents are valid, subsisting and in good standing as at the date hereof and agrees:

(a) not to terminate the Head Lease without first advising ATB in writing of the default or breach of the tenant thereunder and giving ATB a reasonable opportunity to remedy any such default;

(b) to permit ATB to exercise its remedies and realize on its security as contemplated in the attached Mortgage and permitted by law, without hindrance by the undersigned;

(c) that should it become necessary for ATB to enter upon the leasehold premises described in the Head Lease, pursuant to the terms of the Mortgage, and to assign or sublet the Head Lease or part thereof, , subject to the undersigned's approval of any new Tenant, the undersigned will consent to the subletting of the said leasehold premises or the assignment or transfer of the Head Lease; and

(d) unless and until ATB exercises its rights to take possession of the leasehold premises, nothing herein or in the Mortgage is to be construed as an obligation or covenant on the part of ATB to become liable to the undersigned for the payment of rent under the Head Lease or for the performance of covenants of the tenant contained therein;

provided that nothing herein will limit in any manner whatsoever the rights which the undersigned has or may have against the tenant under the Head Lease.

Dated at the Town of Bowden, Alberta, this 26 day of July, 2017.

TOWN OF BOWDEN

Per: Robb Stuart, Mayor

Per: James Wilson CAO

THIS IS EXHIBIT "**F**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL
IN CARE OF:
600, 585 - 8 Avenue S.W.
Calgary, AB T2P 1G1

IN CONSIDERATION of ATB Financial (hereafter sometimes called "**ATB** " or "**you**") extending credit to or otherwise dealing or continuing to deal with 1309497 Alberta Ltd. and New Leaf Essentials (West) Ltd. (collectively, hereafter called "**the Customer**"), the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 30 day of January, 2020.

W.A. GRAIN HOLDINGS INC.

Per: _____

Name: Christopher Peter Chivilo
Title: President

THIS IS EXHIBIT "**G**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

NEW LEAF ESSENTIALS (WEST) LTD. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10th day of ~~May,~~ July 2017

1309497 ALBERTA LTD.

Per: _____ (Seal)
Christopher Peter Chivilo

_____ (Seal)

_____ (Seal)

_____ (Seal)

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

ATB Financial™

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

W.A. GRAIN HOLDINGS INC. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10th day of ~~May,~~ July 2017

1309497 ALBERTA LTD.

Per: _____ Seal
Christopher Peter Chivilo

_____ Seal

_____ Seal

_____ Seal

ATB Financial™

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

ATB Financial™

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL
IN CARE OF:
600, 585 - 8 Avenue S.W.
Calgary, AB T2P 1G1

IN CONSIDERATION of ATB Financial (hereafter sometimes called "**ATB** " or "**you**") extending credit to or otherwise dealing or continuing to deal with W.A. Grain Holdings Inc. and New Leaf Essentials (West) Ltd. (collectively, hereafter called "**the Customer**"), the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 30 day of January, 2020.

1309497 ALBERTA LTD.

Per: _____

Name: Christopher P. Chivilo
Title: President

THIS IS EXHIBIT "**H**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

W.A. GRAIN HOLDINGS INC. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

ATB Financial™

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10th day of ~~May~~ July, 2017

New Leaf Essentials (West) Ltd.

Per: _____ (Seal)
Christopher Peter Chivilo

_____ (Seal)

_____ (Seal)

_____ (Seal)

ATB Financial™

™ Trademarks of Alberta Treasury Branches.

Form 7030 (Rev. 08/16) UNLIMITED

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL
IN CARE OF:
600, 585 - 8 Avenue S.W.
Calgary, AB T2P 1G1

IN CONSIDERATION of ATB Financial (hereafter sometimes called "**ATB** " or "**you**") extending credit to or otherwise dealing or continuing to deal with W.A. Grain Holdings Inc. and 1309497 Alberta Ltd. (collectively, hereafter called "**the Customer**"), the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 30 day of January, 2020.

NEW LEAF ESSENTIALS (WEST) LTD.

Per: _____

Name: Christopher Peter Chivilo
Title: President

THIS IS EXHIBIT "**I**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

W.A. GRAIN HOLDINGS INC. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10th day of ~~May~~ July, 2017

1887612 ALBERTA LTD.

Per: _____ (Seal)
Chris Chivilo

_____ (Seal)

_____ (Seal)

_____ (Seal)

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

ATB Financial™

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

NEW LEAF ESSENTIALS (WEST) LTD. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10th day of ~~May~~ July, 2017

1887612 ALBERTA LTD.

Per: _____ (Seal)
Chris Chivilo

_____ (Seal)

_____ (Seal)

_____ (Seal)

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

ATB Financial

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL
IN CARE OF:
600, 585 - 8 Avenue S.W.
Calgary, AB T2P 1G1

IN CONSIDERATION of ATB Financial (hereafter sometimes called "**ATB** " or "**you**") extending credit to or otherwise dealing or continuing to deal with W.A. Grain Holdings Inc., 1309497 Alberta Ltd. and New Leaf Essentials (West) Ltd. (collectively, hereafter called "**the Customer**"), the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 30 day of January, 2020.

1887612 ALBERTA LTD.

Per: _____

Name: Christopher Chivilo

Title: President Peter

THIS IS EXHIBIT "**J**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Security Agreement
Non-Consumer

TO: Alberta Treasury Branches
("**ATB**")

BRANCH: #100, 4911 – 51 Street, Red Deer, Alberta T4N 6V4

FROM: **1887612 ALBERTA LTD.** (the "**Debtor**")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants to and in favour of ATB:

(i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and

(ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled;

and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

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(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give

exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and

(d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent

permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY

(a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:

(i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:

(A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or

(B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and

(ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

(c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to

prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective

from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 10th day of ~~May~~ July, 2017.

WITNESS:

1887612 ALBERTALTD.

By: Chris Chivilo

Title: Chris Chivilo, President

By:

Title:

Full Address of Debtor:

Box 6345, 5041 – 50 Street

Innisfail, Alberta

T4G 1T1

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

ATB Financial™

SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

☐ (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.

☒ (b) All of the Debtor's present and after-acquired Personal Property.

☐ (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.

☐ (d) All of the Debtor's present and after-acquired Personal Property except :

☐ (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.

☐ (g) All of the Debtor's present and after-acquired Inventory, wherever located.

☐ (h) The following described Personal Property: _____

_____

_____

☐ (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

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☐ (j) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth , wherever located.

2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as Inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

Alberta
Saskatchewan

4. Permitted Encumbrances (if any):

None

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™ Trademarks of Alberta Treasury Branches

SCHEDULE B
DESCRIPTION OF LANDS

ATB Financial™

GENERAL SECURITY AGREEMENT

Commercial

TO: ATB Financial
("**ATB**")

BRANCH: Suite 600, 585 8 Avenue SW, Calgary, Alberta, T2P 1G1

FROM: 1887612 Alberta Ltd.
(the "**Debtor**")

WHEREAS the Debtor and ATB entered into a general security agreement dated July 10, 2017 (the "**Original Security Agreement**");

AND WHEREAS 1309497 Alberta Ltd., W.A. Grain Holdings Inc., New Leaf Essentials (West) Ltd., as borrowers and guarantors, New Leaf Essentials (East) Ltd., the Debtor, Christopher Chivilo and Tracey Chivilo, as guarantors, and ATB, as lender, entered into an amended and restated commitment letter dated January 13, 2020 (as amended, modified, supplemented, restated, or replaced, from time to time, the "**Commitment Letter**");

AND WHEREAS in connection with the Commitment Letter, the Debtor and ATB wish to enter into this Agreement for the purpose of amending and restating the Original Security Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained the parties hereby agree and declare as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired personal property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except for those described in Schedule "B".

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security

Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;

(b) to the Debtor's knowledge, having made due inquiry, each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) to the Debtor's knowledge, having made due inquiry, this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined

by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(d) ATB may apply to a court for the appointment of a Receiver, or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver, a Manager and a Receiver-Manager;

(e) any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;

(f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

(i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and

(j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

After Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) after Default, so that ATB or its nominee(s) may appear on record as the sole owner thereof after a Default. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

(a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:

(i) any one of the events described in Section 7 hereof occurring;

(ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;

(iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or

(iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION; PARAMOUNTCY OF COMMITMENT LETTER

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) ATB agrees and acknowledges that this Agreement has been granted by the Debtor to ATB pursuant to the Commitment Letter, and to the extent that any provisions of this Agreement, including, without limitation, any Default, as defined herein, conflict or are inconsistent with any of the provisions of the Commitment Letter, the Commitment Letter shall govern and prevail to resolve such conflict or inconsistency in any and all circumstances, such that the provisions of the Commitment Letter, shall be paramount to and supersede the provisions of this Agreement.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

21. AMENDMENT AND RESTATEMENT

The parties hereby agree that, effective on the date hereof, the Original Security Agreement shall be amended and restated in its entirety on the terms and condition of this Agreement without in any way affecting the rights or obligations of any party which may have accrued as of the date hereof pursuant to the provisions of such agreement prior to their amendment and restatement hereunder.

[*Signature page to follow*]

IN WITNESS WHEREOF the Debtor has executed this Agreement this 30 day of January, 2020.

1887612 ALBERTA LTD.

By: _____

Name: Christopher Peter Chivilo

Title: President

By: _____

Name: Tracey Chivilo

Title: Secretary, Treasurer

Full Address of Debtor:
~~5041 – 50 Street~~ 4923 - 50 Street.
Innisfail, AB T4G 1T1

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

_____

_____

_____

SCHEDULE A

Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (b).**

☐ (a) All of the Debtor's present and after-acquired personal property.

☒ (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.

☐ (c) All of the Debtor's present and after-acquired personal property except _____:

☐ (d) All _____ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (e) All accounts, instruments, debts and chattel paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.

☐ (f) All of the Debtor's present and after-acquired inventory, wherever located.

☐ (g) The following described personal property:

_____

_____

☐ (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (i) All _____, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

Locations of Collateral:

The Collateral is located at the following location(s):

5041 – 50 Street
Innisfail, AB T4G 1T1

SCHEDULE B
PERMITTED ENCUMBRANCES

The "**Permitted Encumbrances**" as defined in Commitment Letter.

THIS IS EXHIBIT "**K**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

NEW LEAF ESSENTIALS (WEST) LTD. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

ATB Financial™

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10th day of ~~May~~ July, 2017

NEW LEAF ESSENTIALS (EAST) LTD.

Per: _____ (Seal)
Christopher Chivilo

_____ (Seal)

_____ (Seal)

_____ (Seal)

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

ATB Financial™

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
#100, 4911 – 51 Street
Red Deer, Alberta T4N 6V4

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB " or "you") extending credit to or otherwise dealing or continuing to deal with

W.A. GRAIN HOLDINGS INC. (hereafter called "the Customer"),
the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitations Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The

undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 10 day of ~~May~~ July, 2017

NEW LEAF ESSENTIALS (EAST) LTD.

Per: _____ (Seal)
Christopher Chivilo

_____ (Seal)

_____ (Seal)

_____ (Seal)

Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. , of , in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the day of , , made between and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Lawyer, at the of , in the Province of Alberta, this day of , 20 .

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

ATB Financial™

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL
IN CARE OF:
600, 585 - 8 Avenue S.W.
Calgary, AB T2P 1G1

IN CONSIDERATION of ATB Financial (hereafter sometimes called "**ATB** " or "**you**") extending credit to or otherwise dealing or continuing to deal with WA Grain Holdings Inc., 1309497 Alberta Ltd. and New Leaf Essentials (West) Ltd. (collectively, hereafter called "**the Customer**"), the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB, whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or otherwise deal or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you of any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no change, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action or exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta) the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB, it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement, representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyers' fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of a corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representatives, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefor is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed this guarantee under seal, this 30th day of January, 2020.

NEW LEAF ESSENTIALS (EAST) LTD.

Per: _____

Name: Christopher Chivilo
Title: President

THIS IS EXHIBIT "**L**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

GENERAL SECURITY AGREEMENT
Commercial

TO: ATB Financial
("**ATB**")

BRANCH: Suite 600, 585 8 Avenue SW, Calgary, Alberta, T2P 1G1

FROM: New Leaf Essentials (East) Ltd.
(the "**Debtor**")

WHEREAS the Debtor and ATB entered into a general security agreement dated October 13, 2017 (the "**Original Security Agreement**");

AND WHEREAS 1309497 Alberta Ltd., W.A. Grain Holdings Inc., New Leaf Essentials (West) Ltd., as borrowers and guarantors, 1887612 Alberta Ltd., the Debtor, Christopher Chivilo and Tracey Chivilo, as guarantors, and ATB, as lender, entered into an amended and restated commitment letter dated January 13, 2020 (as amended, modified, supplemented, restated, or replaced, from time to time, the "**Commitment Letter**");

AND WHEREAS in connection with the Commitment Letter, the Debtor and ATB wish to enter into this Agreement for the purpose of amending and restating the Original Security Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained the parties hereby agree and declare as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired personal property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except for those described in Schedule "B".

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security

Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;

(b) to the Debtor's knowledge, having made due inquiry, each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) to the Debtor's knowledge, having made due inquiry, this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined

by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(d) ATB may apply to a court for the appointment of a Receiver, or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver, a Manager and a Receiver-Manager;

(e) any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;

(f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

(i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and

(j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

After Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) after Default, so that ATB or its nominee(s) may appear on record as the sole owner thereof after a Default. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement (**"Retained Collateral"**):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

(a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:

(i) any one of the events described in Section 7 hereof occurring;

(ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;

(iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or

(iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION; PARAMOUNTCY OF COMMITMENT LETTER

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) ATB agrees and acknowledges that this Agreement has been granted by the Debtor to ATB pursuant to the Commitment Letter, and to the extent that any provisions of this Agreement, including, without limitation, any Default, as defined herein, conflict or are inconsistent with any of the provisions of the Commitment Letter, the Commitment Letter shall govern and prevail to resolve such conflict or inconsistency in any and all circumstances, such that the provisions of the Commitment Letter, shall be paramount to and supersede the provisions of this Agreement.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

21. AMENDMENT AND RESTATEMENT

The parties hereby agree that, effective on the date hereof, the Original Security Agreement shall be amended and restated in its entirety on the terms and condition of this Agreement without in any way affecting the rights or obligations of any party which may have accrued as of the date hereof pursuant to the provisions of such agreement prior to their amendment and restatement hereunder.

[*Signature page to follow*]

IN WITNESS WHEREOF the Debtor has executed this Agreement this 30th day of January, 2020.

NEW LEAF ESSENTIALS (EAST) LTD.

By: _____

Name: Christopher Peter Chivilo

Title: President

_____

Full Address of Debtor:
4 Slemon Park Rd.
Slemon Park PE
C0B 2A0

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

_____

_____

_____

SCHEDULE A

Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (b).**

☐ (a) All of the Debtor's present and after-acquired personal property.

☒ (b) All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.

☐ (c) All of the Debtor's present and after-acquired personal property except _____:

☐ (d) All _____ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.

☐ (e) All accounts, instruments, debts and chattel paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.

☐ (f) All of the Debtor's present and after-acquired inventory, wherever located.

☐ (g) The following described personal property:

_____

_____

☐ (h) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.

☐ (i) All _____, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

Locations of Collateral:

The Collateral is located at the following location(s):

_____

_____

_____

SCHEDULE B
PERMITTED ENCUMBRANCES

The "**Permitted Encumbrances**" as defined in Commitment Letter.

GENERAL SECURITY AGREEMENT
Commercial

TO: ATB Financial
("**ATB**")

BRANCH: Suite 600, 585 8 Avenue SW, Calgary, Alberta, T2P 1G1

FROM: New Leaf Essentials (East) Ltd.
(the "**Debtor**")

WHEREAS the Debtor and ATB entered into a general security agreement dated October 13, 2017 (the "**Original Security Agreement**");

AND WHEREAS 1309497 Alberta Ltd., W.A. Grain Holdings Inc., New Leaf Essentials (West) Ltd., as borrowers and guarantors, 1887612 Alberta Ltd., the Debtor, Christopher Chivilo and Tracey Chivilo, as guarantors, and ATB, as lender, entered into an amended and restated commitment letter dated January 13, 2020 (as amended, modified, supplemented, restated, or replaced, from time to time, the "**Commitment Letter**");

AND WHEREAS in connection with the Commitment Letter, the Debtor and ATB wish to enter into this Agreement for the purpose of amending and restating the Original Security Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained the parties hereby agree and declare as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "**PPSA**") of the province or territory referred to in the "Governing Law" section of this Agreement (the "**Province**") and any regulations issued thereunder.

2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "**Indebtedness**"), the Debtor hereby assigns and grants a mortgage, pledge, charge and security interest (which, in the case of any real property and any other Collateral not subject to the PPSA, shall be a mortgage as and by way of a floating charge) to and in favour of ATB in all property, assets and undertaking of the Debtor referred to in Schedule "A" (including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled) and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (herein collectively called the "**Collateral** ").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "**Security Interests**". The Debtor warrants and acknowledges to and in favour of ATB that:

(i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;

(ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and

(iii) value has been given.

(c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired personal property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.

(d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

(a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "**Encumbrances**" and individually, an "**Encumbrance**") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement, except for those described in Schedule "B".

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security

Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

(a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "B" hereto;

(b) to the Debtor's knowledge, having made due inquiry, each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "**Account Debtor**") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;

(c) as at the date hereof, the description of the Collateral in Schedule "A" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;

(d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;

(e) to the Debtor's knowledge, having made due inquiry, this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;

(f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;

(i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;

(j) the Collateral does not consist of Consumer Goods;

(k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and

(l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;

(f) the Debtor will immediately give notice to ATB of:

(i) any change in the location of the Collateral from that specified in Section 5(i) hereof;

(ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;

(iii) any material loss of or damage to Collateral;

(iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;

(v) any change of its name or of any trade or business name used by it;

(vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and

(vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined

by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;

(g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;

(i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;

(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and

(l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

7. DEFAULT

The happening of any of the following shall constitute default (a "**Default**") under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;

(b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;

(c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;

(d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;

(e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;

(g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;

(h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;

(i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;

(j) any material adverse change occurs in the financial position of the Debtor; or

(k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;

(c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(d) ATB may apply to a court for the appointment of a Receiver, or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver, a Manager and a Receiver-Manager;

(e) any Receiver will have the power:

(i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that ATB has under this Agreement or otherwise at law;

(viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest; and

(x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor;

(f) the Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(g) any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so;

(i) neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable; and

(j) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. COLLECTION OF DEBTS

After Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) after Default, so that ATB or its nominee(s) may appear on record as the sole owner thereof after a Default. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement (**"Retained Collateral"**):

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;

(b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;

(c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and

(d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. The provisions of this section are not intended in any way to affect any rights of ATB with respect to any Indebtedness which may now or hereafter be payable on demand.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

15. REAL PROPERTY (ONLY APPLICABLE IF OPTION (b) IN SCHEDULE A HAS BEEN SELECTED OR DEEMED TO HAVE BEEN SELECTED)

(a) For all purposes, including for the purposes of any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge created by this Agreement shall be crystallized and become a fixed charge against all of the property which is then subject to the floating charge upon the earliest of:

(i) any one of the events described in Section 7 hereof occurring;

(ii) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB;

(iii) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral; or

(iv) ATB taking any action to register the floating charge granted hereunder or any caveat, security notice or other instrument in respect thereof against all or any part of the property which was subject to the floating charge at any real property registry or other similar office.

(b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof, are promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

17. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.

(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

(c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.

(e) If more than one person executes this Agreement as the Debtor:

(i) the obligations of such persons hereunder shall be joint and several;

(ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and

(iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.

(f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:

(i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.

(g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.

(h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.

(i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.

(j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.

(k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.

(l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

18. INTERPRETATION; PARAMOUNTCY OF COMMITMENT LETTER

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) ATB agrees and acknowledges that this Agreement has been granted by the Debtor to ATB pursuant to the Commitment Letter, and to the extent that any provisions of this Agreement, including, without limitation, any Default, as defined herein, conflict or are inconsistent with any of the provisions of the Commitment Letter, the Commitment Letter shall govern and prevail to resolve such conflict or inconsistency in any and all circumstances, such that the provisions of the Commitment Letter, shall be paramount to and supersede the provisions of this Agreement.

19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

21. AMENDMENT AND RESTATEMENT

The parties hereby agree that, effective on the date hereof, the Original Security Agreement shall be amended and restated in its entirety on the terms and condition of this Agreement without in any way affecting the rights or obligations of any party which may have accrued as of the date hereof pursuant to the provisions of such agreement prior to their amendment and restatement hereunder.

[*Signature page to follow*]

IN WITNESS WHEREOF the Debtor has executed this Agreement this 30th day of January, 2020.

NEW LEAF ESSENTIALS (EAST) LTD.

By: _____

Name: Christopher Peter Chivilo

Title: President

_____

Full Address of Debtor:
4 Slemon Park Rd.
Slemon Park PE
C0B 2A0

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

_____

_____

_____

SCHEDULE A

Description of Collateral:

Select appropriate box or boxes. **If no box is selected, the Debtor shall be deemed to have selected box (b).**			
	☐	(a)	All of the Debtor's present and after-acquired personal property.
	☒	(b)	All of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired personal property, and all present and after-acquired real, immoveable and leasehold property.
	☐	(c)	All of the Debtor's present and after-acquired personal property except _____:
	☐	(d)	All _____ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
	☐	(e)	All accounts, instruments, debts and chattel paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, debts or chattel paper.
	☐	(f)	All of the Debtor's present and after-acquired inventory, wherever located.
	☐	(g)	The following described personal property: _____ _____
	☐	(h)	All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
	☐	(i)	All _____, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.

Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

Make	Model	Year of Manufacture	Serial Number (and Registration Mark for aircraft only)

Locations of Collateral:

The Collateral is located at the following location(s):

_____
_____
_____

SCHEDULE B
PERMITTED ENCUMBRANCES

The "**Permitted Encumbrances**" as defined in Commitment Letter.

THIS IS EXHIBIT "**M**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z13652754

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049
Phone #: 403 261 5359
Reference #: 279839.00144

Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Business Debtor Search For:

WA GRAIN HOLDINGS INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
WA GRAIN HOLDINGS INC.
Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Registration Number: 17051036573
Registration Date: 2017-May-10
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-May-10 23:59:59

Exact Match on: Debtor No: 4

Amendments to Registration

17062110487	Amendment	2017-Jun-21
20013031323	Amendment	2020-Jan-30

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE CIA 5P5	Deleted by 17062110487

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current by 20013031323

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Deleted by 20013031323

Block		Status
2	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current by 20013031323

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
WA GRAIN HOLDINGS INC.
Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Registration Number: 17051107892 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-May-11 Registration Status: Current
Expiry Date: 2027-May-11 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17062109123	Amendment	2017-Jun-21
17101018946	Amendment	2017-Oct-10
17101210989	Amendment	2017-Oct-12

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17062109123

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17101210989

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
WA GRAIN HOLDINGS INC.
Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Registration Number: 17051108014 Registration Type: LAND CHARGE
Registration Date: 2017-May-11 Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Amendments to Registration

20013031300	Amendment	2020-Jan-30

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Deleted by 20013031300
2	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current by 20013031300

Business Debtor Search For:
WA GRAIN HOLDINGS INC.
Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Registration Number: 17101323008
Registration Date: 2017-Oct-13
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Oct-13 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II 500, 400 CROWFOOT CRESCENT NW CALGARY, AB T3G 5H6	Current

Collateral: General

Block	Description	Status
1	All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (as defined in the PPSA).	Current

Business Debtor Search For:
WA GRAIN HOLDINGS INC.
Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Registration Number: 17101323024
Registration Date: 2017-Oct-13
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II 500, 400 CROWFOOT CRESCENT NW CALGARY, AB T3G 5H6	Current

Search ID #: Z13652754

Business Debtor Search For:
WA GRAIN HOLDINGS INC.
Search ID #: Z13652754 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:20:34

Registration Number: 18071026482 Registration Type: SECURITY AGREEMENT
Registration Date: 2018-Jul-10 Registration Status: Current
Expiry Date: 2028-Jul-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. PO BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 12040 149 STREET NW EDMONTON, AB T5V 1P2 Phone #: 780 495 4488 Fax #: 780 495 5665	Current

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the debtor. Proceeds: all present and after-acquired personal property of the debtor.	Current

Result Complete

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z13652768

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049
Phone #: 403 261 5359
Reference #: 279839.00144

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
NEW LEAF ESSENTIALS (WEST) LTD.
Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 17051036573
Registration Date: 2017-May-10
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-May-10 23:59:59

Exact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 6

Amendments to Registration

17062110487	Amendment	2017-Jun-21
20013031323	Amendment	2020-Jan-30

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE CIA 5P5	Deleted by 17062110487

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current by 20013031323

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Deleted by 20013031323

Block		Status
2	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current by 20013031323

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 17051036648
Registration Date: 2017-May-10
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 17051107892 Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-11 Registration Status: Current

Expiry Date: 2027-May-11 23:59:59

Exact Match on: Debtor No: 4

Amendments to Registration

17062109123	Amendment	2017-Jun-21
17101018946	Amendment	2017-Oct-10
17101210989	Amendment	2017-Oct-12

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17062109123

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17101210989

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 17101323223 Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Oct-13 Registration Status: Current

Expiry Date: 2027-Oct-13 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II 500, 400 CROWFOOT CRESCENT NW CALGARY, AB T3G 5H6	Current

Collateral: General

Block	Description	Status
1	All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (as defined in the PPSA).	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 17101323255 Registration Type: LAND CHARGE

Registration Date: 2017-Oct-13 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II 500, 400 CROWFOOT CRESCENT NW CALGARY, AB T3G 5H6	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 18071026771 Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jul-10 Registration Status: Current

Expiry Date: 2028-Jul-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. PO BOX 6345 INNISFAIL, AB T4G 1G1	Current

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 12040 149 STREET NW EDMONTON, AB T5V 1P2 Phone #: 780 495 4488 Fax #: 780 495 5665	Current

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the debtor. Proceeds: all present and after-acquired personal property of the debtor.	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 19012229347 Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-22 Registration Status: Current

Expiry Date: 2044-Jan-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	THE GUARANTEE COMPANY OF NORTH AMERICA 402 - 260 HEARST WAY KANATA, ON K2L 3H1	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
NEW LEAF ESSENTIALS (WEST) LTD.
Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 19061011513 Registration Type: SECURITY AGREEMENT
Registration Date: 2019-Jun-10 Registration Status: Current
Expiry Date: 2023-Jun-10 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

19061927959	Amendment	2019-Jun-19

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. 4923 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
2	1309497 ALBERTA LTD. 4923 50 STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	MERIDIAN ONECAP CREDIT CORP. SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H 4M2	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	04959995	2019	CLARK GTS25	MV - Motor Vehicle	Deleted By 19061927959
2	03049995	2018	CLARK GTS25	MV - Motor Vehicle	Current By 19061927959

Collateral: General

Block	Description	Status
1	FORKLIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (WEST) LTD.

Search ID #: Z13652768 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:21:10

Registration Number: 20013031336
Registration Date: 2020-Jan-30

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current

Search ID #: Z13652768

Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE CIA 5P5	17051036573

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (EAST) LTD. PO BOX 6394 INNISFAIL, AB T4G 1G1	18071027004

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	20013031354

LAND CHARGE

Result Complete

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z13652792

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049
Phone #: 403 261 5359
Reference #: 279839.00144

Search ID #: Z13652792 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:22:42

Business Debtor Search For:

1887612 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
1887612 ALBERTA LTD.
Search ID #: Z13652792 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:22:42

Registration Number: 17051036573 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-May-10 Registration Status: Current
Expiry Date: 2027-May-10 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

17062110487	Amendment	2017-Jun-21
20013031323	Amendment	2020-Jan-30

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE CIA 5P5	Deleted by 17062110487

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current by 20013031323

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Deleted by 20013031323

Block		Status
2	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current by 20013031323

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
1887612 ALBERTA LTD.
Search ID #: Z13652792 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:22:42

Registration Number: 17051107892 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-May-11 Registration Status: Current
Expiry Date: 2027-May-11 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

17062109123	Amendment	2017-Jun-21
17101018946	Amendment	2017-Oct-10
17101210989	Amendment	2017-Oct-12

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17062109123

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17101210989

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
1887612 ALBERTA LTD.
Search ID #: Z13652792 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:22:42

Registration Number: 18071026182 Registration Type: SECURITY AGREEMENT
Registration Date: 2018-Jul-10 Registration Status: Current
Expiry Date: 2028-Jul-10 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

19072441085	Amendment	2019-Jul-24

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. PO BOX 6345 INNISFAIL, AB T4G 1T1	Deleted by 19072441085
2	1887612 ALBERTA LTD. PO BOX 6345 INNISFAIL, AB T4G 1T1	Current by 19072441085

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 12040 149 STREET NW EDMONTON, AB T5V 1P2 Phone #: 780 495 4488 Fax #: 780 495 5665	Current

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the debtor. Proceeds: all present and after-acquired personal property of the debtor.	Current

Search ID #: Z13652792

Business Debtor Search For:
1887612 ALBERTA LTD.
Search ID #: Z13652792 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:22:42

Registration Number: 20013031413
Registration Date: 2020-Jan-30
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1887612 ALBERTA LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current

Result Complete

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z13652797

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049
Phone #: 403 261 5359
Reference #: 279839.00144

Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Business Debtor Search For:

1309497 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 14061727131 Registration Type: SECURITY AGREEMENT
Registration Date: 2014-Jun-17 Registration Status: Current
Expiry Date: 2024-Jun-17 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

15082431151 Amendment 2015-Aug-24

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. BOX 6345, 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES 4962 - 50TH STREET INNISFAIL, AB T4G 1S7 Phone #: 403 348 2743	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, INCLUDING PROCEEDS	Current

Particulars

Block	Other Changes	Status
1	Alberta Treasury Branches Postphones their Registration 14061727131 to Farm Credit Canada Registration No 15080625981, ONLY as it relates to: ANY AND ALL EQUIPMENT RELATED TO THE Vanguard, Saskatchewan and Pamburn, Saskatchewan SEED CLEANING PLANTS, including but not limited to: furniture, fixtures, office equipment, industrial equipment, machinery, plant tools, and proceeds,	Current By 15082431151

See Priority Agreement Attatched.

Business Debtor Search For:

1309497 ALBERTA LTD.

Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 14061727416
Registration Date: 2014-Jun-17
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. BOX 6345, 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES 4962 - 50TH STREET INNISFAIL, AB T4G 1S7 Phone #: 403 348 2743	Current

Particulars

Block	Additional Information	Status
1	A FLOATING CHARGE ON ALL LANDS	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 15080625981 Registration Type: SECURITY AGREEMENT
Registration Date: 2015-Aug-06 Registration Status: Current
Expiry Date: 2021-Aug-06 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 2ND FLOOR 12040 149 STREET NW EDMONTON, AB T5V 1P2	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS.	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 17051036573 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-May-10 Registration Status: Current
Expiry Date: 2027-May-10 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

17062110487	Amendment	2017-Jun-21
20013031323	Amendment	2020-Jan-30

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE CIA 5P5	Deleted by 17062110487

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current by 20013031323

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Deleted by 20013031323

Block		Status
2	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current by 20013031323

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 17051107892 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-May-11 Registration Status: Current
Expiry Date: 2027-May-11 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

17062109123	Amendment	2017-Jun-21
17101018946	Amendment	2017-Oct-10
17101210989	Amendment	2017-Oct-12

Debtor(s)

Block		Status
1	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17062109123

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE C1A 5P5	Deleted by 17101210989

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 17071911161 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-Jul-19 Registration Status: Current
Expiry Date: 2025-Jul-19 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17112922719	Amendment	2017-Nov-29
18070551703	Amendment	2018-Jul-05

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. PO BOX 6345 STN MAIN INNISFAIL, AB T4G1T1	Current
2	W A GRAIN & PULSE SOLUTIONS PO BOX 6345 STN MAIN INNISFAIL, AB T4G1T1	Current by 17112922719

Secured Party / Parties

Block		Status
1	NATIONAL LEASING GROUP INC. 1525 BUFFALO PLACE WINNIPEG, MB R3T 1L9 Phone #: 204 954 9000 Fax #: 204 954 9099	Deleted by 18070551703
2	CWB NATIONAL LEASING INC. 1525 BUFFALO PLACE WINNIPEG, MB R3T 1L9 Phone #: 204 954 9000 Fax #: 204 954 9099	Current by 18070551703

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	ZKDBA202W0TD20329	2016	DEUTZ-FAHR 5120 TRACTOR	MV - Motor Vehicle	Current

Collateral: General

Block	Description	Status
1	AGREEMENT NUMBER 2829491	Current
2	CANCEL-REBOOK. AGREEMENT NUMBER CHANGED FROM 2829491 TO 2845240.	Current By 17112922719
3	ALL MOBILE AG EQUIPMENT-TRACTOR, LOADER ATTACHMENT, PALLET FORKS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2845240, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.	Current By 17112922719

Particulars

Block	Additional Information	Status
1	Purchase Money Security Interest.	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 17101323117 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-Oct-13 Registration Status: Current
Expiry Date: 2027-Oct-13 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II 500, 400 CROWFOOT CRESCENT NW CALGARY, AB T3G 5H6	Current

Collateral: General

Block	Description	Status
1	All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (as defined in the PPSA).	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 17101323140 Registration Type: LAND CHARGE
Registration Date: 2017-Oct-13 Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP II 500, 400 CROWFOOT CRESCENT NW CALGARY, AB T3G 5H6	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 19012229907 Registration Type: SECURITY AGREEMENT
Registration Date: 2019-Jan-22 Registration Status: Current
Expiry Date: 2044-Jan-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. BOX 6345, 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	THE GUARANTEE COMPANY OF NORTH AMERICA 402 - 260 HEARST WAY KANATA, ON K2L 3H1	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 19061011513 Registration Type: SECURITY AGREEMENT
Registration Date: 2019-Jun-10 Registration Status: Current
Expiry Date: 2023-Jun-10 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

19061927959 Amendment 2019-Jun-19

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. 4923 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1309497 ALBERTA LTD. 4923 50 STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	MERIDIAN ONECAP CREDIT CORP. SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H 4M2	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	04959995	2019	CLARK GTS25	MV - Motor Vehicle	Deleted By 19061927959
2	03049995	2018	CLARK GTS25	MV - Motor Vehicle	Current By 19061927959

Collateral: General

Block	Description	Status
1	FORKLIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Business Debtor Search For:
1309497 ALBERTA LTD.
Search ID #: Z13652797 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:05

Registration Number: 20013031388
Registration Date: 2020-Jan-30
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1309497 ALBERTA LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current

Result Complete

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z13652800

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049
Phone #: 403 261 5359
Reference #: 279839.00144

Search ID #: Z13652800 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:37

Business Debtor Search For:

NEW LEAF ESSENTIALS (EAST) LTD.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
NEW LEAF ESSENTIALS (EAST) LTD.
Search ID #: Z13652800 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:37

Registration Number: 17051036573
Registration Date: 2017-May-10
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-May-10 23:59:59

Exact Match on:	Debtor	No: 6
Inexact Match on:	Debtor	No: 1

Amendments to Registration

17062110487	Amendment	2017-Jun-21
20013031323	Amendment	2020-Jan-30

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
2	1887612 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
3	1309497 ALBERTA LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current
4	W.A. GRAIN HOLDINGS INC. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	Current

Block		Status
5	NEW LEAF ESSENTIALS (EAST) LTD. 138 ST. PETERS ROAD CHARLOTTETOWN, PE CIA 5P5	Deleted by 17062110487

Block		Status
6	NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current by 20013031323

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES #100, 4911 - 51 STREET RED DEER, AB T4N 6V4 Phone #: 403 341 2698 Fax #: 403 341 8969	Deleted by 20013031323

Block		Status
2	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current by 20013031323

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (EAST) LTD.

Search ID #: Z13652800 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:37

Registration Number: 18071027004 Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jul-10 Registration Status: Current

Expiry Date: 2028-Jul-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (EAST) LTD. PO BOX 6394 INNISFAIL, AB T4G 1G1	Current

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 12040 149 STREET NW EDMONTON, AB T5V 1P2 Phone #: 780 495 4488 Fax #: 780 495 5665	Current

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the debtor. Proceeds: all present and after-acquired personal property of the debtor.	Current

Business Debtor Search For:

NEW LEAF ESSENTIALS (EAST) LTD.

Search ID #: Z13652800 **Date of Search:** 2021-Mar-26 **Time of Search:** 13:23:37

Registration Number: 20013031354
Registration Date: 2020-Jan-30
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	NEW LEAF ESSENTIALS (EAST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL SUITE 600, 585-8TH AVE SW CALGARY, AB T2P 1G1 Phone #: 403 974 6653 Email: pprnotices@atb.com	Current

Search ID #: Z13652800

Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	17051036573

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	17051036648

LAND CHARGE

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345, 5041 - 50 STREET INNISFAIL, AB T4G 1T1	17051107892

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	17101323223

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. 5041 - 50TH STREET, BOX 6345 INNISFAIL, AB T4G 1T1	17101323255

LAND CHARGE

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. PO BOX 6345 INNISFAIL, AB T4G 1G1	18071026771

SECURITY AGREEMENT

Debtor Name / Address	Reg.#

NEW LEAF ESSENTIALS (WEST) LTD.
BOX 6345, 5041 - 50TH STREET
INNISFAIL, AB T4G 1T1

19012229347

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. 4923 50 STREET INNISFAIL, AB T4G 1T1	19061011513

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
NEW LEAF ESSENTIALS (WEST) LTD. BOX 6345 5041 - 50TH STREET INNISFAIL, AB T4G 1T1	20013031336

LAND CHARGE

Result Complete

Saskatchewan
Personal Property Registry
Search Result

Searching Party: ELDOR-WAL REGISTRATION (1987) LTD.
Search Date: 26-Mar-2021 14:53:54
Search Type: Standard

Search #: 203524530
Client Reference: 279839.00144
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

WA Grain Holdings Inc.

The following list displays all matches & indicates the ones that were selected.
2 Registration(s) Found: Exacts (0) - Similars (2)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Similar	301622699	Personal Property Security Agreement	W.A. GRAIN HOLDINGS INC.	INNISFAIL	N/A
Yes	Similar	302002112	Personal Property Security Agreement	W.A. Grain Holdings Inc.	Innisfail	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Expiry Date:**	11-May-2027

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

* **Item #:**	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Saskatchewan
Personal Property Registry
Search Result

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Transaction #:**	1
		Expiry Date:	11-May-2027

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Secured Party

Item #:	1	**Address:**	#100, 4911 - 51 STREET
Party ID:	150437742-1		RED DEER, Alberta
Entity Type:	Business		T4N6V4
Name:	ALBERTA TREASURY BRANCHES		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

History - Amendment

Amendment Date: 21-Jun-2017 09:27:25

Registration #: 301622699
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 10-Oct-2017 10:25:16

Registration #: 301622699
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Add		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 12-Oct-2017 09:27:41

Registration #: 301622699
Transaction #: 4

Event Type: Amendment

Saskatchewan
Personal Property Registry
Search Result

Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 03-Feb-2020 13:28:59

Registration #: 301622699
Transaction #: 5

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Action:	Update		
Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Action:	Add		
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002112
Registration Date:	03-Feb-2020 13:27:54	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399941-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1887612 Alberta Ltd.		Canada
* **Item #:**	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399942-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. Grain Holdings Inc.		Canada
Item #:	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
Item #:	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY NEW LEAF ESSENTIALS (WEST) LTD. AND ALL PROCEEDS THEREOF.

End of Search Result

Saskatchewan
Personal Property Registry
Search Result

Searching Party: ELDOR-WAL REGISTRATION (1987) LTD.
Search Date: 26-Mar-2021 14:54:21
Search Type: Standard

Search #: 203524531
Client Reference: 279839.00144
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

New Leaf Essentials (West) Ltd.

The following list displays all matches & indicates the ones that were selected.
5 Registration(s) Found: Exacts (2) - Similars (3)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301622699	Personal Property Security Agreement	NEW LEAF ESSENTIALS (WEST) LTD.	INNISFAIL	N/A
Yes	Exact	302002110	Personal Property Security Agreement	New Leaf Essentials (West) Ltd.	Innisfail	N/A
No	Similar	301622699	Personal Property Security Agreement	New Leaf Essentials (East) Ltd.	Innisfail	N/A
No	Similar	302002110	Personal Property Security Agreement	New Leaf Essentials (East) Ltd.	Innisfail	N/A
No	Similar	302002112	Personal Property Security Agreement	New Leaf Essentials (East) Ltd.	Innisfail	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Expiry Date:**	11-May-2027

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
* **Item #:**	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Saskatchewan
Personal Property Registry
Search Result

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Transaction #:**	1
		Expiry Date:	11-May-2027

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Secured Party

Item #:	1	**Address:**	#100, 4911 - 51 STREET
Party ID:	150437742-1		RED DEER, Alberta
Entity Type:	Business		T4N6V4
Name:	ALBERTA TREASURY BRANCHES		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

General Property

Saskatchewan
Personal Property Registry
Search Result

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

History - Amendment

Amendment Date: 21-Jun-2017 09:27:25

Registration #: 301622699
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 10-Oct-2017 10:25:16

Registration #: 301622699
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Add		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 12-Oct-2017 09:27:41

Registration #: 301622699
Transaction #: 4

Event Type: Amendment

Saskatchewan
Personal Property Registry
Search Result

Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 03-Feb-2020 13:28:59

Registration #: 301622699
Transaction #: 5

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Action:	Update		
Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Action:	Add		
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002110
Registration Date:	03-Feb-2020 13:26:28	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399922-1		Innisfail, Alberta
Entity Type:	Person		T4G1T1
Name:	Chivilo, Christopher		Canada
Item #:	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399935-1		Calgary, Alberta
Entity Type:	Person		T2P1G1
Name:	Chivilo, Tracey		Canada
* **Item #:**	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399936-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (West) Ltd.		Canada
Item #:	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
Item #:	5	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY W.A. GRAIN HOLDINGS INC. AND ALL PROCEEDS THEREOF.

End of Search Result

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	1887612 Alberta Ltd.
Date and Time of Search (YYYY-MM-DD hh:mm):	2021-03-26 17:58 (Atlantic)
Transaction Number:	21500903
Searched By:	Z192800

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	4360462	1887612 ALBERTA LTD.	INNISFAIL

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 4360462

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4360462	2017-10-10 13:42	2027-10-10	105176CRW
Amendment	4921339	2019-07-31 13:33	2027-10-10	105176CRW
Amendment	5081485	2020-02-03 16:24	2027-10-10	105176CRW

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
W. A. GRAIN HOLDINGS INC.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1887612 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1309497 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (WEST) LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (EAST) LTD.
138 ST. PETERS ROAD
CHARLOTTETOWN PE C1A 5P5
Canada

Secured Parties

The Secured Party below was deleted by registration number 5081485
~~Type: Enterprise~~
~~ALBERTA TREASURY BRANCHES~~
~~#100, 4911 - 51 STREET~~
~~RED DEER AB T4N 6V4~~
~~Canada~~

The Secured Party below was added by registration number 5081485
Type: Enterprise
ATB FINANCIAL
SUITE 600
585 8TH AVENUE SW
CALGARY AB T2P 1G1
Canada

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information

Added by registration number 4921339

This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century Fund 2000 Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	New Leaf Essentials (West) Ltd.
Date and Time of Search (YYYY-MM-DD hh:mm):	2021-03-26 17:57 (Atlantic)
Transaction Number:	21500899
Searched By:	Z192800

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	4360462	NEW LEAF ESSENTIALS (WEST) LTD.	INNISFAIL

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 4360462

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4360462	2017-10-10 13:42	2027-10-10	105176CRW
Amendment	4921339	2019-07-31 13:33	2027-10-10	105176CRW
Amendment	5081485	2020-02-03 16:24	2027-10-10	105176CRW

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
W. A. GRAIN HOLDINGS INC.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1887612 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1309497 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (WEST) LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (EAST) LTD.
138 ST. PETERS ROAD
CHARLOTTETOWN PE C1A 5P5
Canada

Secured Parties

The Secured Party below was deleted by registration number 5081485
~~Type: Enterprise~~
~~ALBERTA TREASURY BRANCHES~~
~~#100, 4911 - 51 STREET~~
~~RED DEER AB T4N 6V4~~
~~Canada~~

The Secured Party below was added by registration number 5081485
Type: Enterprise
ATB FINANCIAL
SUITE 600
585 8TH AVENUE SW
CALGARY AB T2P 1G1
Canada

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information

Added by registration number 4921339

This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century Fund 2000 Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

END OF REPORT

Saskatchewan
Personal Property Registry
Search Result

Searching Party: ELDOR-WAL REGISTRATION (1987) LTD.
Search Date: 26-Mar-2021 14:55:25
Search Type: Standard

Search #: 203524537
Client Reference: 279839.00144
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

New Leaf Essentials (East) Ltd.

The following list displays all matches & indicates the ones that were selected.
5 Registration(s) Found: Exacts (3) - Similars (2)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301622699	Personal Property Security Agreement	New Leaf Essentials (East) Ltd.	Innisfail	N/A
Yes	Exact	302002110	Personal Property Security Agreement	New Leaf Essentials (East) Ltd.	Innisfail	N/A
Yes	Exact	302002112	Personal Property Security Agreement	New Leaf Essentials (East) Ltd.	Innisfail	N/A
No	Similar	301622699	Personal Property Security Agreement	NEW LEAF ESSENTIALS (WEST) LTD.	INNISFAIL	N/A
No	Similar	302002110	Personal Property Security Agreement	New Leaf Essentials (West) Ltd.	Innisfail	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Expiry Date:**	11-May-2027

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
* **Item #:**	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Saskatchewan
Personal Property Registry
Search Result

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Transaction #:**	1
		Expiry Date:	11-May-2027

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Secured Party

Item #:	1	**Address:**	#100, 4911 - 51 STREET
Party ID:	150437742-1		RED DEER, Alberta
Entity Type:	Business		T4N6V4
Name:	ALBERTA TREASURY BRANCHES		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

History - Amendment

Amendment Date: 21-Jun-2017 09:27:25

Registration #: 301622699
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 10-Oct-2017 10:25:16

Registration #: 301622699
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Add		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 12-Oct-2017 09:27:41

Registration #: 301622699
Transaction #: 4

Event Type: Amendment

Saskatchewan
Personal Property Registry
Search Result

Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 03-Feb-2020 13:28:59

Registration #: 301622699
Transaction #: 5

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Action:	Update		
Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Action:	Add		
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002110
Registration Date:	03-Feb-2020 13:26:28	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399922-1		Innisfail, Alberta
Entity Type:	Person		T4G1T1
Name:	Chivilo, Christopher		Canada
Item #:	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399935-1		Calgary, Alberta
Entity Type:	Person		T2P1G1
Name:	Chivilo, Tracey		Canada
Item #:	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399936-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (West) Ltd.		Canada
* **Item #:**	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
Item #:	5	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY W.A. GRAIN HOLDINGS INC. AND ALL PROCEEDS THEREOF.

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002112
Registration Date:	03-Feb-2020 13:27:54	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399941-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1887612 Alberta Ltd.		Canada
Item #:	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399942-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. Grain Holdings Inc.		Canada
* **Item #:**	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
Item #:	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY NEW LEAF ESSENTIALS (WEST) LTD. AND ALL PROCEEDS THEREOF.

End of Search Result

Saskatchewan
Personal Property Registry
Search Result

Searching Party: ELDOR-WAL REGISTRATION (1987) LTD.
Search Date: 26-Mar-2021 14:55:05
Search Type: Standard

Search #: 203524535
Client Reference: 279839.00144
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

1309497 Alberta Ltd.

The following list displays all matches & indicates the ones that were selected.
7 Registration(s) Found: Exacts (7) - Similars (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301206667	Personal Property Security Agreement	1309497 Alberta Ltd.	Innisfail	N/A
Yes	Exact	301380535	Personal Property Security Agreement	1309497 Alberta Ltd.	Olds	N/A
Yes	Exact	301622699	Personal Property Security Agreement	1309497 ALBERTA LTD.	INNISFAIL	N/A
Yes	Exact	301686355	Personal Property Security Agreement	1309497 Alberta Ltd.	Innisfail	N/A
Yes	Exact	301861215	Personal Property Security Agreement	1309497 Alberta Ltd.	INNISFAIL	N/A
Yes	Exact	302002110	Personal Property Security Agreement	1309497 Alberta Ltd.	Innisfail	N/A
Yes	Exact	302002112	Personal Property Security Agreement	1309497 Alberta Ltd.	Innisfail	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301206667
Registration Date:	27-Jun-2014 14:28:18	**Expiry Date:**	27-Jun-2024

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	2	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

* **Item #:**	1	**Address:**	Box 6345, 5041 - 50th Street
Party ID:	152119624-1		Innisfall, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF.

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301206667
Registration Date:	27-Jun-2014 14:28:18	**Transaction #:**	1
		Expiry Date:	27-Jun-2024

Event Type: Setup
Transaction Reason: Regular

Transaction Description: attached is a Security Agreement to be registered at Saskatchewan Personal Property Registry for 10 years on all present and after acquired personal property

Notations
Trust Indenture: No

Registrant

Party ID:	152119623-1	**Address:**	Innisfall Branch, 4962 - 50th Street
Entity Type:	Business		Innisfall, Alberta
Name:	Alberta Treasury Branches		T4G1S7
			Canada

Saskatchewan
Personal Property Registry
Search Result

Secured Party

Item #:	1	**Address:**	Innisfall Branch, 4962 - 50th Street
Party ID:	152119623-1		Innisfall, Alberta
Entity Type:	Business		T4G1S7
Name:	Alberta Treasury Branches		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 - 50th Street
Party ID:	152119624-1		Innisfall, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

Attached is a General Security Agreement to be registered with Saskatchewan Personal Property Registry for 10 years on all present and after acquired personal property owned by 1309497 Alberta Ltd.

History - Amendment

Amendment Date: 05-Feb-2020 09:41:48

Registration #: 301206667
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Action:	Delete		
Item #:	1	**Address:**	Innisfall Branch, 4962 - 50th Street
Party ID:	152119623-1		Innisfall, Alberta
Entity Type:	Business		T4G1S7
Name:	Alberta Treasury Branches		Canada
Action:	Add		
Item #:	2	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF.

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301380535
Registration Date:	20-Aug-2015 16:56:22	**Expiry Date:**	20-Aug-2021

Event Type: Setup
Transaction Reason: Regular

Transaction Description: FCC Security Agreement

Notations
Trust Indenture: No

Registrant

Party ID:	151335447-1	**Address:**	P.O. BOX 100
Entity Type:	Business		SWIFT CURRENT, SK
Name:	FORRESTER HEINRICHS LAW FIRM		S9H3V5
			Canada

Secured Party

Item #:	1	**Address:**	2nd Floor, 12040 - 149 Street NW
Party ID:	150978832-1		Edmonton, Alberta
Entity Type:	Business		T5V1P2
Name:	Farm Credit Canada		Canada

Debtor Party

* **Item #:**	1	**Address:**	#1, 5401 - 49 Avenue
Party ID:	152396351-1		Olds, Alberta
Entity Type:	Business		T4H1G3
Name:	1309497 Alberta Ltd.		Canada

General Property

All present and after-acquired property. Proceeds: Including but not limited to all goods, chattel paper, documents of title, instruments, money, securities and intangibles.

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Expiry Date:**	11-May-2027

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
* **Item #:**	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Saskatchewan
Personal Property Registry
Search Result

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Transaction #:**	1
		Expiry Date:	11-May-2027

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Secured Party

Item #:	1	**Address:**	#100, 4911 - 51 STREET
Party ID:	150437742-1		RED DEER, Alberta
Entity Type:	Business		T4N6V4
Name:	ALBERTA TREASURY BRANCHES		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

History - Amendment

Amendment Date: 21-Jun-2017 09:27:25

Registration #: 301622699
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 10-Oct-2017 10:25:16

Registration #: 301622699
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Add		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 12-Oct-2017 09:27:41

Registration #: 301622699
Transaction #: 4

Event Type: Amendment

Saskatchewan
Personal Property Registry
Search Result

Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 03-Feb-2020 13:28:59

Registration #: 301622699
Transaction #: 5

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Action:	Update		
Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Action:	Add		
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301686355
Registration Date:	13-Oct-2017 10:06:28	**Expiry Date:**	13-Oct-2027

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	151492181-1	**Address:**	#600, 105 - 21st STREET EAST
Entity Type:	Business		SASKATOON, Saskatchewan
Name:	ROBERTSON STROMBERG LLP		S7K0B3
			Canada

Secured Party

Item #:	1	**Address:**	500, 400 Crowfoot Crescent NW
Party ID:	152594678-2		Calgary, Alberta
Entity Type:	Business		T3G5H6
Name:	Avrio Subordinated Debt Limited Partnership II		Canada

Debtor Party

* **Item #:**	1	**Address:**	5041 - 50 Street, Box 6345
Party ID:	152876081-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (as defined in the PPSA).

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301686355
Registration Date:	13-Oct-2017 10:06:28	**Transaction #:**	1
		Expiry Date:	13-Oct-2027

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	151492181-1	**Address:**	#600, 105 - 21st STREET EAST
Entity Type:	Business		SASKATOON, Saskatchewan
Name:	ROBERTSON STROMBERG LLP		S7K0B3
			Canada

Saskatchewan
Personal Property Registry
Search Result

Secured Party

Item #:	1	**Address:**	500, 400 Crowfoot Crescent NW
Party ID:	152876080-1		Calgary, Alberta
Entity Type:	Business		T3G5H6
Name:	Avrio Subordinated Debt General Partner II, as collateral agent		Canada

Debtor Party

Item #:	1	**Address:**	5041 - 50 Street, Box 6345
Party ID:	152876081-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (as defined in the PPSA).

History - Amendment

Amendment Date: 17-Oct-2017 14:25:07

Registration #: 301686355
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	151492181-1	**Address:**	#600, 105 - 21st STREET EAST
Entity Type:	Business		SASKATOON, Saskatchewan
Name:	ROBERTSON STROMBERG LLP		S7K0B3
			Canada

Secured Party

Action:	Update		
Item #:	1	**Address:**	500, 400 Crowfoot Crescent NW
Party ID:	152594678-2		Calgary, Alberta
Entity Type:	Business		T3G5H6
Name:	Avrio Subordinated Debt Limited Partnership II		Canada

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301861215
Registration Date:	23-Jan-2019 08:42:14	**Expiry Date:**	22-Jan-2044

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	150609860-1	**Address:**	374 THIRD AVENUE S
Entity Type:	Business		SASKATOON, SK
Name:	MCKERCHER LLP		S7K1M5
			Canada

Secured Party

Item #:	1	**Address:**	402-260 Hearst Way
Party ID:	153164279-1		Kanata, Ontario
Entity Type:	Business		K2L3H1
Name:	The Guarantee Company of North America		Canada

Debtor Party

* **Item #:**	1	**Address:**	BOX 6345, 5041 - 50TH STREET
Party ID:	153164278-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

All present and after-acquired personal property of the Debtor, wheresoever situated, and proceeds therefrom.

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002110
Registration Date:	03-Feb-2020 13:26:28	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399922-1		Innisfail, Alberta
Entity Type:	Person		T4G1T1
Name:	Chivilo, Christopher		Canada
Item #:	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399935-1		Calgary, Alberta
Entity Type:	Person		T2P1G1
Name:	Chivilo, Tracey		Canada
Item #:	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399936-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (West) Ltd.		Canada
Item #:	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
* **Item #:**	5	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY W.A. GRAIN HOLDINGS INC. AND ALL PROCEEDS THEREOF.

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002112
Registration Date:	03-Feb-2020 13:27:54	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399941-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1887612 Alberta Ltd.		Canada
Item #:	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399942-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. Grain Holdings Inc.		Canada
Item #:	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
* **Item #:**	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY NEW LEAF ESSENTIALS (WEST) LTD. AND ALL PROCEEDS THEREOF.

End of Search Result

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	1309497 Alberta Ltd.
Date and Time of Search (YYYY-MM-DD hh:mm):	2021-03-26 17:59 (Atlantic)
Transaction Number:	21500910
Searched By:	Z192800

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	included	Original Registration Number	Enterprise Name	Place
*	*	4360462	1309497 ALBERTA LTD.	INNISFAIL
*	*	4919011	1309497 Alberta Ltd.	Innisfail

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 4360462

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4360462	2017-10-10 13:42	2027-10-10	105176CRW
Amendment	4921339	2019-07-31 13:33	2027-10-10	105176CRW
Amendment	5081485	2020-02-03 16:24	2027-10-10	105176CRW

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
W. A. GRAIN HOLDINGS INC.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1887612 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1309497 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (WEST) LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (EAST) LTD.
138 ST. PETERS ROAD
CHARLOTTETOWN PE C1A 5P5
Canada

Secured Parties

The Secured Party below was deleted by registration number 5081485
~~Type: Enterprise~~
~~ALBERTA TREASURY BRANCHES~~
~~#100, 4911 - 51 STREET~~
~~RED DEER AB T4N 6V4~~
~~Canada~~

The Secured Party below was added by registration number 5081485
Type: Enterprise
ATB FINANCIAL
SUITE 600
585 8TH AVENUE SW
CALGARY AB T2P 1G1
Canada

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information

Added by registration number 4921339

This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century Fund 2000 Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

Registration Details for Registration Number: 4919011

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4919011	2019-07-29 15:52	2025-07-29	97951

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Individual
Chivilo, Christopher
4 Slemon Park Drive
Slemon Park PE C0B 2A0
Canada

Type: Enterprise
W.A. Grain Holdings Inc.
Box 6345, 5041-50 Street
Innisfail AB T4G 1T1
Canada

Type: Enterprise
1309497 Alberta Ltd.
PO Box 6345, 5041 - 50 Street
Innisfail AB T4G 1T1
Canada

Secured Parties

Type: Enterprise
Prince Edward Island Century 2000 Fund Inc.
Aitken, Jamie
94 Euston St.
PO Box 1176
Charlottetown PE C1A 7M8

Canada
Phone #: 902-368-6300

General Collateral

A security interest is taken in all present and after-acquired accounts, demands and choses in action now or hereafter due to the Debtor by NEW LEAF ESSENTIALS (EAST) LTD. and also all securities and rights of any nature now or hereafter held by the Debtor as collateral thereto, and all monies received by the Debtor in payment of any of the said accounts, demands and choses in action and all other proceeds that are present and after-acquired personal property

END OF REPORT

Saskatchewan
Personal Property Registry
Search Result

Searching Party: ELDOR-WAL REGISTRATION (1987) LTD.
Search Date: 26-Mar-2021 14:54:43
Search Type: Standard

Search #: 203524533
Client Reference: 279839.00144
Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

1887612 Alberta Ltd.

The following list displays all matches & indicates the ones that were selected.
2 Registration(s) Found: Exacts (2) - Similars (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301622699	Personal Property Security Agreement	1887612 ALBERTA LTD.	INNISFAIL	N/A
Yes	Exact	302002112	Personal Property Security Agreement	1887612 Alberta Ltd.	Innisfail	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Expiry Date:**	11-May-2027

Event Type: Amendment
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
* **Item #:**	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Saskatchewan
Personal Property Registry
Search Result

History - Setup

Registration Type:	Personal Property Security Agreement	**Registration #:**	301622699
Registration Date:	11-May-2017 09:23:33	**Transaction #:**	1
		Expiry Date:	11-May-2027

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Secured Party

Item #:	1	**Address:**	#100, 4911 - 51 STREET
Party ID:	150437742-1		RED DEER, Alberta
Entity Type:	Business		T4N6V4
Name:	ALBERTA TREASURY BRANCHES		Canada

Debtor Party

Item #:	1	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775537-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. GRAIN HOLDINGS INC.		Canada
Item #:	2	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775538-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	NEW LEAF ESSENTIALS (WEST) LTD.		Canada
Item #:	3	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775539-1		INNISFAIL, Alberta
Entity Type:	Business		T4N1T1
Name:	1887612 ALBERTA LTD.		Canada
Item #:	4	**Address:**	BOX 6345, 5041 - 50 STREET
Party ID:	152775540-1		INNISFAIL, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 ALBERTA LTD.		Canada
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

General Property

ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

History - Amendment

Amendment Date: 21-Jun-2017 09:27:25

Registration #: 301622699
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	5	**Address:**	138 ST. PETERS ROAD
Party ID:	152775541-1		CHARLOTTWTOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 10-Oct-2017 10:25:16

Registration #: 301622699
Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Add		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 12-Oct-2017 09:27:41

Registration #: 301622699
Transaction #: 4

Event Type: Amendment

Saskatchewan
Personal Property Registry
Search Result

Transaction Reason: Regular

Registrant

Party ID:	152564706-1	**Address:**	#29, 10015 - 103 Avenue NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J0H1
			Canada

Debtor Party

Action:	Delete		
Item #:	6	**Address:**	138 ST. PETERS ROAD
Party ID:	152873443-1		CHARLOTTETOWN, Prince Edward Island
Entity Type:	Business		C1A5P5
Name:	NEW LEAF ESSENTIALS (EAST) LTD.		Canada

History - Amendment

Amendment Date: 03-Feb-2020 13:28:59

Registration #: 301622699
Transaction #: 5

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Action:	Update		
Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

Action:	Add		
Item #:	7	**Address:**	Box 6345, 5041 - 50 Street
Party ID:	153399949-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type:	Personal Property Security Agreement	**Registration #:**	302002112
Registration Date:	03-Feb-2020 13:27:54	**Expiry Date:**	03-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	152698687-1	**Address:**	1500 - 410 22nd Street East
Entity Type:	Business		Saskatoon,, Saskatchewan
Name:	MLT Aikins LLP		S7K5T6
			Canada

Secured Party

Item #:	1	**Address:**	Suite 600, 585 8th Avenue SW
Party ID:	153399921-1		Calgary, Alberta
Entity Type:	Business		T2P1G1
Name:	ATB Financial		Canada

Debtor Party

* **Item #:**	1	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399941-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1887612 Alberta Ltd.		Canada
Item #:	2	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399942-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	W.A. Grain Holdings Inc.		Canada
Item #:	3	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399937-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	New Leaf Essentials (East) Ltd.		Canada
Item #:	4	**Address:**	Box 6345, 5041 50th Street
Party ID:	153399938-1		Innisfail, Alberta
Entity Type:	Business		T4G1T1
Name:	1309497 Alberta Ltd.		Canada

General Property

ALL PRESENT AND FUTURE DEBTS AND LIABILITIES OWED TO THE DEBTORS (OR ANY OF THEM) BY NEW LEAF ESSENTIALS (WEST) LTD. AND ALL PROCEEDS THEREOF.

End of Search Result

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	New Leaf Essentials (East) Ltd.
Date and Time of Search (YYYY-MM-DD hh:mm):	2021-03-26 17:59 (Atlantic)
Transaction Number:	21500913
Searched By:	Z192800

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	4360462	NEW LEAF ESSENTIALS (EAST) LTD.	CHARLOTTETOWN
*	*	4374402	New Leaf Essentials (East) Ltd.	Slemon Park Summerside
*	*	4749008	New Leaf Essentials (East) Ltd.	Summerside
*	*	4916167	New Leaf Essentials (East) Ltd.	Slemon Park

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 4 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 4360462

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4360462	2017-10-10 13:42	2027-10-10	105176CRW
Amendment	4921339	2019-07-31 13:33	2027-10-10	105176CRW
Amendment	5081485	2020-02-03 16:24	2027-10-10	105176CRW

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is

provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
W. A. GRAIN HOLDINGS INC.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1887612 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1309497 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (WEST) LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (EAST) LTD.
138 ST. PETERS ROAD
CHARLOTTETOWN PE C1A 5P5
Canada

Secured Parties

The Secured Party below was deleted by registration number 5081485
~~Type: Enterprise~~
~~ALBERTA TREASURY BRANCHES~~
~~#100, 4911 - 51 STREET~~
~~RED DEER AB T4N 6V4~~
~~Canada~~

The Secured Party below was added by registration number 5081485
Type: Enterprise
ATB FINANCIAL
SUITE 600
585 8TH AVENUE SW
CALGARY AB T2P 1G1
Canada

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information

Added by registration number 4921339
This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century Fund 2000 Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

Registration Details for Registration Number: 4374402

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4374402	2017-10-26 09:04	2027-10-26	3619-1
Amendment	4921384	2019-07-31 14:06	2027-10-26	3619-1

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
New Leaf Essentials (East) Ltd.
Chivilo, Christopher
4 Slemon Park Rd.
Slemon Park Summerside PE C0B 2A0
Canada

Secured Parties

Type: Enterprise
Avrio Subordinated Debt Limited Partnership II
McCrimmon, Dan
500, 400 Crowfoot Business Centre NW
Calgary AB T3G 5H6
Canada
Fax #: 403-215-5495

General Collateral

All of the Debtor's present and after-acquired personal property. Proceeds: goods, chattel paper,documents of

title, instruments, money and intangibles (as defined in the PPSA).

Additional Information

Added by registration number 4921384
This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century 2000 Fund Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

Registration Details for Registration Number: 4749008

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4749008	2019-01-24 16:26	2044-01-24	174032
Amendment	4921393	2019-07-31 14:11	2044-01-24	174032

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
New Leaf Essentials (East) Ltd.
Chivilo, Christopher
4 Slemon Park Road
Summerside PE C0B 2A0
Canada

Secured Parties

Type: Enterprise
The Guarantee Company of North America
Vice President, Credit Solutions
402-260 Hearst Way
Kanata ON K2L 3H1
Canada

General Collateral

All of the Debtor's present and after-acquired personal property, and all proceeds thereof.

Additional Information

Added by registration number 4921393
This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century 2000 Fund Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

Registration Details for Registration Number: 4916167

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4916167	2019-07-25 14:27	2025-07-25	97951
Amendment	4921400	2019-07-31 14:18	2025-07-25	97951

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
New Leaf Essentials (East) Ltd.
Chivilo, Christopher
President
4 Slemon Park Drive
Slemon Park PE C0B 2A0
Canada

Secured Parties

Type: Enterprise
Prince Edward Island Century 2000 Fund Inc.
Aitken, Jamie
Executive Director
94 Euston St.
PO Box 1176
Charlottetown PE C1A 7M8
Canada
Phone #: 902-368-6300

General Collateral

All present or after-acquired personal property of the debtor except consumer goods, including inventory, receivables, furniture, fixtures, machinery, equipment, intellectual property and licenses, and all proceeds thereof.

Additional Information

Added by registration number 4921400

This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 such that Prince Edward Island Century 2000 Fund Inc. shall rank in priority over all other parties with the exception that ATB Financial Services shall have priority over Accounts Receivable and Inventory.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	WA Grain Holdings Inc.
Date and Time of Search (YYYY-MM-DD hh:mm):	2021-03-26 17:56 (Atlantic)
Transaction Number:	21500892
Searched By:	Z192800

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	4360462	W. A. GRAIN HOLDINGS INC.	INNISFAIL
	*	4919011	W.A. Grain Holdings Inc.	Innisfail

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 4360462

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4360462	2017-10-10 13:42	2027-10-10	105176CRW
Amendment	4921339	2019-07-31 13:33	2027-10-10	105176CRW
Amendment	5081485	2020-02-03 16:24	2027-10-10	105176CRW

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
W. A. GRAIN HOLDINGS INC.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1887612 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
1309497 ALBERTA LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (WEST) LTD.
BOX 6345, 5041 - 50 STREET
INNISFAIL AB T4G 1T1
Canada

Type: Enterprise
NEW LEAF ESSENTIALS (EAST) LTD.
138 ST. PETERS ROAD
CHARLOTTETOWN PE C1A 5P5
Canada

Secured Parties

The Secured Party below was deleted by registration number 5081485
~~Type: Enterprise~~
~~ALBERTA TREASURY BRANCHES~~
~~#100, 4911 - 51 STREET~~
~~RED DEER AB T4N 6V4~~
~~Canada~~

The Secured Party below was added by registration number 5081485
Type: Enterprise
ATB FINANCIAL
SUITE 600
585 8TH AVENUE SW
CALGARY AB T2P 1G1
Canada

General Collateral

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information

Added by registration number 4921339
This PPSA Financing Statement is now subject to a Priority Agreement between ATB Financial (formerly Alberta Treasury Branches), Avrio Subordinated Debt Limited Partnership II, The Guarantee Company of North America, Prince Edward Island Century 2000 Fund Inc. and New Leaf Essentials (East) Ltd. dated July 26, 2019 so that Prince Edward Island Century Fund 2000 Inc. shall rank in priority over all other parties with the exception that ATB Financial shall have priority over Accounts Receivable and Inventory.

Registration Details for Registration Number: 4919011

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4919011	2019-07-29 15:52	2025-07-29	97951

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Individual
Chivilo, Christopher
4 Slemon Park Drive
Slemon Park PE C0B 2A0
Canada

Type: Enterprise
W.A. Grain Holdings Inc.
Box 6345, 5041-50 Street
Innisfail AB T4G 1T1
Canada

Type: Enterprise
1309497 Alberta Ltd.
PO Box 6345, 5041 - 50 Street
Innisfail AB T4G 1T1
Canada

Secured Parties

Type: Enterprise
Prince Edward Island Century 2000 Fund Inc.
Aitken, Jamie
94 Euston St.
PO Box 1176
Charlottetown PE C1A 7M8

Canada
Phone #: 902-368-6300

General Collateral

A security interest is taken in all present and after-acquired accounts, demands and choses in action now or hereafter due to the Debtor by NEW LEAF ESSENTIALS (EAST) LTD. and also all securities and rights of any nature now or hereafter held by the Debtor as collateral thereto, and all monies received by the Debtor in payment of any of the said accounts, demands and choses in action and all other proceeds that are present and after-acquired personal property

END OF REPORT

THIS IS EXHIBIT "**N**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

Building a better working world

Ernst & Young Inc.
700 West Georgia Street
Vancouver, BC V7Y 1C7

Tel: +1 604 891 8200
Fax: +1 604 899 3530
ey.com

VIA EMAIL

11th April 2020

To 1309497 Alberta Ltd dba WA Grain and Pulse Solutions,

As you are aware, EncoreFX Inc. (the "**Company**") has filed an assignment pursuant to Section 49(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") with respect to its Canadian operations and has assigned its Australian and New Zealand subsidiaries in Voluntary Administration in Australia and New Zealand.

Ernst & Young Inc. has been appointed as the licensed insolvency trustee (the "**Trustee**") in the Canadian proceedings of the Company and is managing the affairs of the Company in the proceedings. Please note that as the Trustee, working with the Company, determines the best options for the Company and its stakeholders going forward, the Trustee will share that information with you. Information pertaining to the bankruptcy of EncoreFX will be available, in due course, on the Trustee's website at: **www.ey.com/ca/encorefx**.

We refer to the letter from the Company dated 19th March 2020 advising 1309497 Alberta Ltd dba WA Grain and Pulse Solutions that they are in default of their Margin Call terms which resulted in neutralization of your portfolio.

- In addition, as 1309497 Alberta Ltd dba WA Grain and Pulse Solutions is aware, Contract ID #84497, #85107, #83909 were closed out resulting in USD 1,483,324 payable to EncoreFX. We understand that there was a potential payment plan being discussed, however given the current circumstances, this amount is due immediately.
- Failure for 1309497 Alberta Ltd dba WA Grain and Pulse Solutions to pay further margin calls which were due on 23rd March 2020 will result in the remaining positions being closed out based on the rate as at March 24th North American open with the full amount becoming immediately due and payable and the Company calling on the CAD 1,500,000 EDC Guarantee.
- The final closeout costs will be communicated to 1309497 Alberta Ltd dba WA Grain and Pulse Solutions shortly.

* * * * *

For any questions or concerns, please contact **receivables@encorefx.com**.

Respectfully,

ERNST & YOUNG INC.
In its capacity as Trustee
in the bankruptcy of EncoreFX Inc.
and not in its personal capacity
Per:

Peter Venetsanos, CPA, CA, CIRP, LIT
Vice President

THIS IS EXHIBIT "**O**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

March 10, 2021

VIA EMAIL

WA Grain Holdings Inc.
Box 6345 5041 – 50th Street
Innisfail, AB T4G 1T1

1309497 Alberta Ltd.
o/a WA Grain & Pulse Solutions
Box 6345 5041 – 50th Street
Innisfail, AB T4G 1T1

New Leaf Essentials (West) Ltd.
Box 6345 5041 – 50th Street
Innisfail, AB T4G 1T1

Attention: Chris Chivilo

Dear Sir:

Re: **Amended and Restated Commitment Letter dated November 9, 2020 among ATB Financial, as lender (the "Lender"), WA Grain Holdings Inc., 1309497 Alberta Ltd. and New Leaf Essentials (West) Ltd., as borrowers and guarantors (collectively, the "Borrowers"), and New Leaf Essentials (East) Ltd., 1887612 Alberta Ltd., Christopher Chivilo and Tracey Chivilo, as guarantors (as amended, restated or otherwise modified from time to time, the "Commitment Letter")**

And Re: **Inter-Creditor Priority Agreement dated April 9, 2018 among the Lender, Avrio Subordinated Debt Limited Partnership II ("Avrio") and WA Grain Holdings Inc. (as amended, restated or otherwise modified from time to time, the "Priority Agreement")**

Any terms not defined in this letter shall have the meaning given to those terms in the Commitment Letter.

This letter constitutes formal notice that the Borrowers have failed to perform, keep or observe certain covenants contained in the Commitment Letter, including, without limitation, the following:

a) the Borrowers have failed to report to the Lender contrary to and in breach of Sections 7(d)(iii)(iv) and (v) of the Commitment Letter for the month ending December 31, 2021. Pursuant to subparagraph (c) of the definition of "Event of Default", such failed reporting constitutes an Event of Default under the Commitment Letter;

b) the Borrowers have failed to remain in compliance with the financial covenants set forth in Section 8 of the Commitment Letter, including with respect to the following:

a. the actual, cumulative EBITDA falling below the cumulative Projected EBITDA for the period ending on January 31, 2021;
b. the Current Ratio falling below 1.25:1 for the monthly periods ending on, at least, July 31, 2020 and January 31, 2021;
c. the Debt to Equity Ratio exceeding 2.50:1 for the months ending December 31, 2020 and January 31, 2021; and
d. the Fixed Charge Coverage Ratio falling below 1.15:1 for the months ending October 31, 2020, November 30, 2020, December 31, 2020 and January 31, 2021.

Pursuant to subparagraph (c) of the definition of "Event of Default", such financial covenant defaults constitute an Event of Default under the Commitment Letter; and

c) a default has occurred in respect of Indebtedness of a Loan Party (other than Indebtedness owing to the Lender) in accordance with the default letter from Avrio to WA Grain Holdings Inc. dated March 4, 2021 in connection with an event of default under the loan agreement between Avrio, as lender, WA Grain Holdings Inc, as borrower, dated October 20, 2017 (as may be amended, supplemented, restated or otherwise modified, the "**Avrio Loan Agreement**"). Pursuant to subparagraph (f) of the definition of "Event of Default", such default constitutes an Event of Default under the Commitment Letter

(collectively, the "**Specified Defaults**").

The Lender has not, and shall not be deemed to have, waived the Specified Defaults, or any breach or default that has now or may in the future occur under the Commitment Letter or other Loan Documents. The Lender hereby provides notice to the Loan Parties that the Lender reserves its right at any time to exercise any rights, remedies, powers and privileges afforded by law or under the Commitment Letter and other Loan Documents with respect to the Specified Defaults. The Lender hereby reserves all of its rights, remedies, powers and privileges afforded by law or under the Commitment Letter and other Loan Documents with respect to any other breach or default which may have occurred on or prior to the date hereof. No failure or delay on the part of the Lender in exercising any right, remedy, option, power or privilege under the Commitment Letter, under any Loan Document or under applicable law, and no course of dealing between the Lender, on the one hand, and the Borrowers, or any of them, on the other hand, shall operate as a waiver of or amendment to any such right, remedy, option, power or privilege, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof.

Due to the Specified Defaults, and pursuant to Section 3.2 of the Priority Agreement, no payments on any indebtedness, obligations and liabilities of WA Grain Holdings Inc. (and/or any of its subsidiaries) to Avrio, including in connection with the Avrio Loan Agreement, shall be made to Avrio until all indebtedness owing by the Borrowers to ATB have been repaid in full, or until the Specified Defaults, and any other defaults under the Commitment Letter, have been remedied, as confirmed in writing by the Lender. The Lender hereby directs you to notify Avrio of the foregoing and to govern yourself accordingly.

These are serious matters and we trust that you will give them their immediate and appropriate attention.

Sincerely,

ATB FINANCIAL

Name: Dawn Walby-Parchoma

Title: Director, Turnaround & Restructuring Group

THIS IS EXHIBIT "**P**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

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+1 877 336 5350
F +1 403 261 5351

fasken.com

March 29, 2021
File No.: 279839.00144

Travis Lysak
Direct +1 403 261 5501
tlysak@fasken.com

Via Email: **rvandemosselaer@osler.com**
corporate@mhrlaw.ca

Via Courier

New Leaf Essentials (East) Ltd.
4 Slemon Park Dr.
Slemon Park
Prince Edward Island, C0B 2A0

New Leaf Essentials (East) Ltd.
c/o Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary AB T2P 1N2

Attention: Randal Van de Mosselaer

New Leaf Essentials (East) Ltd.
c/o MHR Law
1, 5401-49 Avenue
Olds, Alberta, T4H 1G3

Dear Sir / Madam:

Re: Indebtedness of WA Grain Holdings Inc., 1309497 Alberta Ltd., and New Leaf Essentials (West) Ltd. (together, the "Debtors") to ATB Financial (the "Lender")

We write with respect to loans and advances that the Lender made in favour of the Debtors (the "**Facilities**") pursuant to an amended and restated commitment letter dated November 9, 2020 (the "**Commitment Letter**").

We refer you to:

a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which New Leaf Essentials (East) Ltd. agreed to repay the indebtedness of WA Grain Holdings Inc. owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which New Leaf Essentials (East) Ltd. agreed to repay the indebtedness of New Leaf Essentials (West) Ltd. owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

c) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020, pursuant to which New Leaf Essentials (East) Ltd. agreed to repay the

indebtedness of the Debtors owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

(together, the "**Guarantees**").

In addition, we refer you to:

a) a General Security Agreement dated October 13, 2017 granted by New Leaf Essentials (East) Ltd. in favour of the Lender; and

b) a General Security Agreement dated January 30, 2020 granted by New Leaf Essentials (East) Ltd. in favour of the Lender.

(together, the "**Security**").

The Debtors have committed defaults under the Facilities and the Lender has demanded the repayment of all amounts owed to it by the Debtors, and all amounts owed by the Debtors to the Lender are immediately due and payable, namely the sum of $11,854,062.31, plus costs, plus further accruing interest.

Based on the foregoing, on behalf of the Lender, we demand from New Leaf Essentials (East) Ltd. full payment of all amounts due and owing to the Lender pursuant to the Commitment Letter, the Security, and the Guarantees. The amount due as of March 26, 2021 is the sum of $11,854,062.31, including accrued interest to March 26, 2021 plus all further accruing interest payable in accordance with the Commitment Letter, the Security, and the Guarantees from March 26, 2021 ("**Interest**"), plus all costs incurred with respect to the recovery of the foregoing amounts, including legal fees on a solicitor and own client, full indemnity basis ("**Costs**"), (collectively, the "**Indebtedness**").

Please note that from March 26, 2021, Interest continues to accrue and Costs will continue to be incurred, which New Leaf Essentials (East) Ltd. will be responsible for until payment of all amounts owing by the Debtors is received by either certified cheque or bank draft at the following address:

ATB Financial
Eighth Avenue Place West Tower
Suite 600 585-8th Ave SW
Calgary Alberta T2P1G1
Attention: Dawn Walby-Parchoma

or to Fasken Martineau DuMoulin LLP, at the above noted address, to the attention of the undersigned. Please contact the writer prior to remitting payment to obtain an updated balance of the Indebtedness.

If full payment, as set out above, is not received by close of business on April 8, 2021 our client will take whatever steps it deems appropriate to seek repayment of the said amount without further notice. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you have any questions or concerns, please contact the undersigned.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

Travis Lysak
TL/mt
cc: Dawn Walby-Parchoma, ATB Financial dwalby@atb.com

NOTICE OF INTENTION TO ENFORCE SECURITY

FORM 86
(Subsection 244(1))

TO: New Leaf Essentials (East) Ltd. (the "**Debtor**"), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (the "**Lender**"), a secured creditor, intends to enforce its security against all property described in the attached **Schedule "A"**.

2. The security that is to be enforced is in the form of all documents described in the attached **Schedule "B"**.

3. The total amount of indebtedness secured by the security is, as of March 26, 2021, the sum of $11,854,062.31, plus all accruing interest from March 26, 2021, plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED this 29th day of March, 2021

ATB FINANCIAL

Per: _____
Travis Lysak, Solicitor and Authorized Signatory

The undersigned hereby waive the ten day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Lender of all security above-noted.

NEW LEAF ESSENTIALS (EAST) LTD.

Per: _____
Authorized Signatory

Schedule "A"

1. All present and after-acquired real and personal property of the Debtor.

Schedule "B"

1. General Security Agreement dated October 13, 2017 granted by the Debtor in favour of the Lender.

2. General Security Agreement dated January 30, 2020 granted by the Debtor in favour of the Lender.

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

T +1 403 261 5350
+1 877 336 5350
F +1 403 261 5351

fasken.com

March 29, 2021
File No.: 279839.00144

Travis Lysak
Direct +1 403 261 5501
tlysak@fasken.com

Via Email: **rvandemosselaer@osler.com**
corporate@mhrlaw.ca

Via Courier

New Leaf Essentials (West) Ltd.
c/o MHR Law
1, 5401-49 Avenue
Olds, Alberta, T4H 1G3

New Leaf Essentials (West) Ltd.
c/o Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary AB T2P 1N2

Attention: Randal Van de Mosselaer

Dear Sir / Madam:

Re: ATB Financial (the "Lender") v. New Leaf Essentials (West) Ltd. (the "Debtor")

We write with respect to loans and advances (the "**Facilities**") that the Lender made in favour of the Debtor, 1309497 Alberta Ltd., and WA Grain Holdings Inc. (together, the "**Borrowers**") pursuant to an amended and restated commitment letter dated November 9, 2020 (the "**Commitment Letter**").

We refer you to:

a) a General Security Agreement dated July 10, 2017 granted by the Debtor in favour of the Lender; and

b) a Mortgage of Lease dated July 10, 2017 granted by the Debtor in favour of the Lender in the amount of $3,930,000 with respect to the lands described therein,

(together, the "**Security**").

We further refer you to:

a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by the Debtor in favour of the Bank, pursuant to which the Debtor agreed to repay the indebtedness of WA Grain Holdings Inc. owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder; and

b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by the Debtor in favour of the Bank, pursuant to which the Debtor

agreed to repay the indebtedness of WA Grain Holdings Inc. and 1309497 Alberta Ltd. owing to the Bank for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

(together, the "**Guarantees**").

In addition to the Facilities being repayable on demand, the Borrowers have committed defaults under the Commitment Letter and the Security, including, but not limited to:

a) entering into a Swap (as defined in the Commitment Letter) contrary to the negative covenants set out in the Commitment Letter;

b) failing to comply with borrowing base and financial reporting requirements as set out in the Commitment Letter;

c) allowing a default to occur with respect to the indebtedness owed by a Loan Party (as defined in the Commitment Letter) to Avrio Subordinated Debt Limited Partnership II, a third party creditor; and

d) failing to maintain an actual EBITDA, Current Ratio, Debt to Equity Ratio, and Fixed Charge Coverage Ratio in accordance with the financial covenants set out in the Commitment Letter.

Based on the foregoing, on behalf of the Lender, we demand from the Debtor full payment of all amounts due and owing to the Lender pursuant to the Commitment Letter, the Security, and the Guarantees. The amount due as of March 26, 2021 is the sum of $11,854,062.31, including accrued interest to March 26, 2021 plus all further accruing interest payable in accordance with the Commitment Letter, the Security, and the Guarantees from March 26, 2021 ("**Interest**"), plus all costs incurred with respect to the recovery of the foregoing amounts, including legal fees on a solicitor and own client, full indemnity basis ("**Costs**"), (collectively, the "**Indebtedness**").

The Indebtedness is broken down as follows:

(a) Account 712-37258927300:

(i)	Principal	$2,320,177.94.
(ii)	Accrued Interest to March 26, 2021	$8,610.08.
(iii)	Total	$2,328,788.02.
(iv)	*Per Diem* Interest	$410.00.

(b) Account 760-37363711500:

(i)	Principal	$64,491.49.
(ii)	Accrued Interest to March 26, 2021	$239.33.

	(iii)	Total	$64,730.82.
	(iv)	*Per Diem* Interest	$11.40.
(c)	Account 832-32434990300:		
	(i)	Principal	$6,849,672.74.
	(ii)	Accrued Interest to March 26, 2021	$31,872.44.
	(iii)	Facility / Standby fee	$773.25.
	(iv)	Total	$6,882,318.43.
	(v)	*Per Diem* Interest	$1,210.42.
(d)	Account 832-38303289200:		
	(i)	Principal	$2,560,942.99.
	(ii)	Accrued Interest to March 26, 2021	$11,313.75.
	(iii)	Total	$2,572,256.74.
	(iv)	*Per Diem* Interest	$452.55.
(e)	Business MasterCard:		
	(i)	Total	$5,968.30.

(f) further accruing Interest from March 26, 2021.

(g) all Costs.

Please note that from March 26, 2021, Interest continues to accrue and Costs will continue to be incurred, which the Debtor will be responsible for until payment of all amounts owing by the Debtor is received by either certified cheque or bank draft at the following address:

ATB Financial
Eighth Avenue Place West Tower
Suite 600 585-8th Ave SW
Calgary Alberta T2P1G1
Attention: Dawn Walby-Parchoma

or to Fasken Martineau DuMoulin LLP, at the above noted address, to the attention of the undersigned. Please contact the writer prior to remitting payment to obtain an updated balance of the Indebtedness.

If full payment, as set out above, is not received by close of business on April 8, 2021 our client will take whatever steps it deems appropriate to seek repayment of the said amount without further notice. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you have any questions or concerns, please contact the undersigned.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

Travis Lysak
TL/mt
cc: Dawn Walby-Parchoma, ATB Financial dwalby@atb.com

NOTICE OF INTENTION TO ENFORCE SECURITY

FORM 86
(Subsection 244(1))

TO: New Leaf Essentials (West) Ltd. (the "**Debtor**"), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (the "**Lender**"), a secured creditor, intends to enforce its security against all property described in the attached **Schedule "A"**.

2. The security that is to be enforced is in the form of all documents described in the attached **Schedule "B"**.

3. The total amount of indebtedness secured by the security is, as of March 26, 2021, the sum of $11,854,062.31, plus all accruing interest from March 26, 2021, plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED this 29th day of March, 2021

ATB FINANCIAL

Per: _____
Travis Lysak, Solicitor and Authorized Signatory

The undersigned hereby waive the ten day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Lender of all security above-noted.

NEW LEAF ESSENTIALS (WEST) LTD.

Per: _____
Authorized Signatory

Schedule "A"

1. All present and after-acquired real and personal property of the Debtor.

2. The Debtor's interest in the lands legally described as:

   PLAN 2369JK
   THE SEWER POND AND NUISANCE GROUND SITE
   WITHIN SW - 23 - 34 - 1 - W5M
   CONTAINING 8.195 HECTARES (20.26 ACRES) MORE OR LESS
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AND THE RIGHT TO WORK THE SAME

   (the "**Lands**").

Schedule "B"

1. General Security Agreement dated July 10, 2017 granted by the Debtor in favour of the Lender.
2. Mortgage of Lease dated July 10, 2017 granted by the Debtor in the amount of $3,930,000 with respect to the Lands.

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

T +1 403 261 5350
+1 877 336 5350
F +1 403 261 5351

fasken.com

March 29, 2021
File No.: 279839.00144

Travis Lysak
Direct +1 403 261 5501
tlysak@fasken.com

Via Email: **rvandemosselaer@osler.com**
corporate@mhrlaw.ca

Via Courier

WA Grain Holdings Inc.
c/o MHR Law
1, 5401-49 Avenue
Olds, Alberta, T4H 1G3

WA Grain Holdings Inc.
c/o Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary AB T2P 1N2

Attention: Randal Van de Mosselaer

Dear Sir / Madam:

Re: ATB Financial (the "Lender") v. WA Grain Holdings Inc. (the "Debtor")

We write with respect to loans and advances (the "**Facilities**") that the Lender made in favour of the Debtor, New Leaf Essentials (West) Ltd., and 1309497 Alberta Ltd. (together, the "**Borrowers**") pursuant to an amended and restated commitment letter dated November 9, 2020 (the "**Commitment Letter**").

We refer you to:

a) a General Security Agreement dated October 13, 2017 granted by the Debtor in favour of the Lender, which secures the repayment of the Facilities (the "**Security**"); and

b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by the Debtor in favour of the Lender, pursuant to which the Debtor agreed to repay the indebtedness of New Leaf Essentials (West) Ltd. and 1309497 Alberta Ltd. owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder (the "**Guarantee**").

In addition to the Facilities being repayable on demand, the Borrowers have committed defaults under the Commitment Letter and the Security, including, but not limited to:

a) entering into a Swap (as defined in the Commitment Letter) contrary to the negative covenants set out in the Commitment Letter;
b) failing to comply with borrowing base and financial reporting requirements as set out in the Commitment Letter;

c) allowing a default to occur with respect to the indebtedness owed by a Loan Party (as defined in the Commitment Letter) to Avrio Subordinated Debt Limited Partnership II, a third party creditor; and
d) failing to maintain an actual EBITDA, Current Ratio, Debt to Equity Ratio, and Fixed Charge Coverage Ratio in accordance with the financial covenants set out in the Commitment Letter.

Based on the foregoing, on behalf of the Lender, we demand from the Debtor full payment of all amounts due and owing to the Lender pursuant to the Commitment Letter, the Security, and the Guarantee. The amount due as of March 26, 2021 is the sum of $11,854,062.31, including accrued interest to March 26, 2021 plus all further accruing interest payable in accordance with the Commitment Letter, the Security, and the Guarantee from March 26, 2021 ("**Interest**"), plus all costs incurred with respect to the recovery of the foregoing amounts, including legal fees on a solicitor and own client, full indemnity basis ("**Costs**"), (collectively, the "**Indebtedness**").

The Indebtedness is broken down as follows:

(a) Account 712-37258927300:

(i)	Principal	$2,320,177.94.
(ii)	Accrued Interest to March 26, 2021	$8,610.08.
(iii)	Total	$2,328,788.02.
(iv)	*Per Diem* Interest	$410.00.

(b) Account 760-37363711500:

(i)	Principal	$64,491.49.
(ii)	Accrued Interest to March 26, 2021	$239.33.
(iii)	Total	$64,730.82.
(iv)	*Per Diem* Interest	$11.40.

(c) Account 832-32434990300:

(i)	Principal	$6,849,672.74.
(ii)	Accrued Interest to March 26, 2021	$31,872.44.
(iii)	Facility / Standby fee	$773.25.
(iv)	Total	$6,882,318.43.
(v)	*Per Diem* Interest	$1,210.42.

(d) Account 832-38303289200:

(i)	Principal	$2,560,942.99.
(ii)	Accrued Interest to March 26, 2021	$11,313.75.
(iii)	Total	$2,572,256.74.
(iv)	*Per Diem* Interest	$452.55.

(e) Business MasterCard:

(i)	Total	$5,968.30.

(f) further accruing Interest from March 26, 2021.

(g) all Costs.

Please note that from March 26, 2021, Interest continues to accrue and Costs will continue to be incurred, which the Debtor will be responsible for until payment of all amounts owing by the Debtor is received by either certified cheque or bank draft at the following address:

ATB Financial
Eighth Avenue Place West Tower
Suite 600 585-8th Ave SW
Calgary Alberta T2P1G1
Attention: Dawn Walby-Parchoma

or to Fasken Martineau DuMoulin LLP, at the above noted address, to the attention of the undersigned. Please contact the writer prior to remitting payment to obtain an updated balance of the Indebtedness.

If full payment, as set out above, is not received by close of business on April 8, 2021 our client will take whatever steps it deems appropriate to seek repayment of the said amount without further notice. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you have any questions or concerns, please contact the undersigned.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

Travis Lysak
TL/mt
cc: Dawn Walby-Parchoma, ATB Financial dwalby@atb.com

NOTICE OF INTENTION TO ENFORCE SECURITY

FORM 86
(Subsection 244(1))

TO: WA Grain Holdings Inc. (the "**Debtor**"), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (the "**Lender**"), a secured creditor, intends to enforce its security against all property described in the attached **Schedule "A"**.

2. The security that is to be enforced is in the form of all documents described in the attached **Schedule "B"**.

3. The total amount of indebtedness secured by the security is, as of March 26, 2021, the sum of $11,854,062.31, plus all accruing interest from March 26, 2021, plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED this 29th day of March, 2021

ATB FINANCIAL

Per: _____
Travis Lysak, Solicitor and Authorized Signatory

The undersigned hereby waive the ten day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Lender of all security above-noted.

WA GRAIN HOLDINGS INC.

Per: _____
Authorized Signatory

Schedule "A"

1. All present and after-acquired real and personal property of the Debtor.

Schedule "B"

1. General Security Agreement dated October 13, 2017 granted by the Debtor in favour of the Lender.

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

T +1 403 261 5350
+1 877 336 5350
F +1 403 261 5351

fasken.com

March 29, 2021
File No.: 279839.00144

Travis Lysak
Direct +1 403 261 5501
tlysak@fasken.com

Via Email: **rvandemosselaer@osler.com**
corporate@mhrlaw.ca

Via Courier

1309497 Alberta Ltd.
c/o MHR Law
1, 5401-49 Avenue
Olds, Alberta, T4H 1G3

1309497 Alberta Ltd.
c/o Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary AB T2P 1N2

Attention: Randal Van de Mosselaer

Dear Sir / Madam:

Re: ATB Financial (the "Lender") v. 1309497 Alberta Ltd. (the "Debtor")

We write with respect to loans and advances (the "**Facilities**") that the Lender made in favour of the Debtor, New Leaf Essentials (West) Ltd., and WA Grain Holdings Inc. (together, the "**Borrowers**") pursuant to an amended and restated commitment letter dated November 9, 2020 (the "**Commitment Letter**").

We refer you to:

a) a General Security Agreement dated July 10, 2017 granted by the Debtor in favour of the Lender; and

b) a General Security Agreement dated January 30, 2020 granted by the Debtor in favour of the Lender,

(together, the "**Security**").

We further refer you to:

a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by the Debtor in favour of the Bank, pursuant to which the Debtor agreed to repay the indebtedness of WA Grain Holdings Inc. owing to the Bank for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by the Debtor in favour of the Bank, pursuant to which the Debtor agreed

to repay the indebtedness of New Leaf Essentials (West) Ltd. owing to the Bank for an unlimited amount, plus all other amounts, including interest and costs, due thereunder; and

c) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by the Debtor in favour of the Bank, pursuant to which the Debtor agreed to repay the indebtedness of WA Grain Holdings Inc. and New Leaf Essentials (West) Ltd. owing to the Bank for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

(together, the "**Guarantees**").

In addition to the Facilities being repayable on demand, the Borrowers have committed defaults under the Commitment Letter and the Security, including, but not limited to:

a) entering into a Swap (as defined in the Commitment Letter) contrary to the negative covenants set out in the Commitment Letter;

b) failing to comply with borrowing base and financial reporting requirements as set out in the Commitment Letter;

c) allowing a default to occur with respect to the indebtedness owed by a Loan Party (as defined in the Commitment Letter) to Avrio Subordinated Debt Limited Partnership II, a third party creditor; and

d) failing to maintain an actual EBITDA, Current Ratio, Debt to Equity Ratio, and Fixed Charge Coverage Ratio in accordance with the financial covenants set out in the Commitment Letter.

Based on the foregoing, on behalf of the Lender, we demand from the Debtor full payment of all amounts due and owing to the Lender pursuant to the Commitment Letter, the Security, and the Guarantees. The amount due as of March 26, 2021 is the sum of $11,854,062.31, including accrued interest to March 26, 2021 plus all further accruing interest payable in accordance with the Commitment Letter, the Security, and the Guarantees from March 26, 2021 ("**Interest**"), plus all costs incurred with respect to the recovery of the foregoing amounts, including legal fees on a solicitor and own client, full indemnity basis ("**Costs**"), (collectively, the "**Indebtedness**").

The Indebtedness is broken down as follows:

(a) Account 712-37258927300:

(i)	Principal	$2,320,177.94.
(ii)	Accrued Interest to March 26, 2021	$8,610.08.
(iii)	Total	$2,328,788.02.
(iv)	*Per Diem* Interest	$410.00.

(b) Account 760-37363711500:

(i)	Principal	$64,491.49.
(ii)	Accrued Interest to March 26, 2021	$239.33.
(iii)	Total	$64,730.82.
(iv)	*Per Diem* Interest	$11.40.

(c) Account 832-32434990300:

(i)	Principal	$6,849,672.74.
(ii)	Accrued Interest to March 26, 2021	$31,872.44.
(iii)	Facility / Standby fee	$773.25.
(iv)	Total	$6,882,318.43.
(v)	*Per Diem* Interest	$1,210.42.

(d) Account 832-38303289200:

(i)	Principal	$2,560,942.99.
(ii)	Accrued Interest to March 26, 2021	$11,313.75.
(iii)	Total	$2,572,256.74.
(iv)	*Per Diem* Interest	$452.55.

(e) Business MasterCard:

(i)	Total	$5,968.30.

(f) further accruing Interest from March 26, 2021.

(g) all Costs.

Please note that from March 26, 2021, Interest continues to accrue and Costs will continue to be incurred, which the Debtor will be responsible for until payment of all amounts owing by the Debtor is received by either certified cheque or bank draft at the following address:

ATB Financial
Eighth Avenue Place West Tower
Suite 600 585-8th Ave SW
Calgary Alberta T2P1G1
Attention: Dawn Walby-Parchoma

or to Fasken Martineau DuMoulin LLP, at the above noted address, to the attention of the undersigned. Please contact the writer prior to remitting payment to obtain an updated balance of the Indebtedness.

If full payment, as set out above, is not received by close of business on April 8, 2021 our client will take whatever steps it deems appropriate to seek repayment of the said amount without further notice. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you have any questions or concerns, please contact the undersigned.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

Travis Lysak
TL/mt
cc: Dawn Walby-Parchoma, ATB Financial dwalby@atb.com

NOTICE OF INTENTION TO ENFORCE SECURITY

FORM 86
(Subsection 244(1))

TO: 1309497 Alberta Ltd. (the "**Debtor**"), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (the "**Lender**"), a secured creditor, intends to enforce its security against all property described in the attached **Schedule "A"**.

2. The security that is to be enforced is in the form of all documents described in the attached **Schedule "B"**.

3. The total amount of indebtedness secured by the security is, as of March 26, 2021, the sum of $11,854,062.31, plus all accruing interest from March 26, 2021, plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED this 29th day of March, 2021

ATB FINANCIAL

Per: _____
Travis Lysak, Solicitor and Authorized Signatory

The undersigned hereby waive the ten day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Lender of all security above-noted.

1309497 ALBERTA LTD.

Per: _____
Authorized Signatory

Schedule "A"

1. All present and after-acquired real and personal property of the Debtor.

Schedule "B"

1. General Security Agreement dated July 10, 2017 granted by the Debtor in favour of the Lender.
2. General Security Agreement dated January 30, 2020 granted by the Debtor in favour of the Lender.

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

T +1 403 261 5350
+1 877 336 5350
F +1 403 261 5351

fasken.com

March 29, 2021
File No.: 279839.00144

Travis Lysak
Direct +1 403 261 5501
tlysak@fasken.com

Via Email: **rvandemosselaer@osler.com**
corporate@mhrlaw.ca

Via Courier

1887612 Alberta Ltd.
c/o MHR Law
1, 5401-49 Avenue
Olds, Alberta, T4H 1G3

1887612 Alberta Ltd.
c/o Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary AB T2P 1N2

Attention: Randal Van de Mosselaer

Dear Sir / Madam:

Re: Indebtedness of WA Grain Holdings Inc., 1309497 Alberta Ltd., and New Leaf Essentials (West) Ltd. (together, the "Debtors") to ATB Financial (the "Lender")

We write with respect to loans and advances that the Lender made in favour of the Debtors (the "**Facilities**") pursuant to an amended and restated commitment letter dated November 9, 2020 (the "**Commitment Letter**").

We refer you to:

a) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which 1887612 Alberta Ltd. agreed to repay the indebtedness of WA Grain Holdings Inc. owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder;

b) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, pursuant to which 1887612 Alberta Ltd. agreed to repay the indebtedness of New Leaf Essentials (West) Ltd. owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder; and

c) a Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020, pursuant to which 1887612 Alberta Ltd. agreed to repay the indebtedness of the Debtors owing to the Lender for an unlimited amount, plus all other amounts, including interest and costs, due thereunder,

(together, the "**Guarantees**").

In addition, we refer you to:

a) a General Security Agreement dated July 10, 2017 granted by 1887612 Alberta Ltd. in favour of the Lender; and

b) a General Security Agreement dated January 30, 2020 granted by 1887612 Alberta Ltd. in favour of the Lender,

(together, the "**Security**").

The Debtors have committed defaults under the Facilities and the Lender has demanded the repayment of all amounts owed to it by the Debtors, and all amounts owed by the Debtors to the Lender are immediately due and payable, namely the sum of $11,854,062.31, plus costs, plus further accruing interest.

Based on the foregoing, on behalf of the Lender, we demand from 1887612 Alberta Ltd. full payment of all amounts due and owing to the Lender pursuant to the Commitment Letter, the Security, and the Guarantees. The amount due as of March 26, 2021 is the sum of $11,854,062.31, including accrued interest to March 26, 2021 plus all further accruing interest payable in accordance with the Commitment Letter, the Security, and the Guarantees from March 26, 2021 ("**Interest**"), plus all costs incurred with respect to the recovery of the foregoing amounts, including legal fees on a solicitor and own client, full indemnity basis ("**Costs**"), (collectively, the "**Indebtedness**").

Please note that from March 26, 2021, Interest continues to accrue and Costs will continue to be incurred, which 1887612 Alberta Ltd. will be responsible for until payment of all amounts owing by the Debtors is received by either certified cheque or bank draft at the following address:

ATB Financial
Eighth Avenue Place West Tower
Suite 600 585-8th Ave SW
Calgary Alberta T2P1G1
Attention: Dawn Walby-Parchoma

or to Fasken Martineau DuMoulin LLP, at the above noted address, to the attention of the undersigned. Please contact the writer prior to remitting payment to obtain an updated balance of the Indebtedness.

If full payment, as set out above, is not received by close of business on April 8, 2021 our client will take whatever steps it deems appropriate to seek repayment of the said amount without further notice. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you have any questions or concerns, please contact the undersigned.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

Travis Lysak
TL/mt
cc: Dawn Walby-Parchoma, ATB Financial dwalby@atb.com

NOTICE OF INTENTION TO ENFORCE SECURITY

FORM 86
(Subsection 244(1))

TO: 1887612 Alberta Ltd. (the "**Debtor**"), an insolvent person

TAKE NOTICE THAT:

1. ATB Financial (the "**Lender**"), a secured creditor, intends to enforce its security against all property described in the attached **Schedule "A"**.

2. The security that is to be enforced is in the form of all documents described in the attached **Schedule "B"**.

3. The total amount of indebtedness secured by the security is, as of March 26, 2021, the sum of $11,854,062.31, plus all accruing interest from March 26, 2021, plus all costs incurred with respect to the collection thereof, including legal fees on a solicitor and own client, full indemnity basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED this 29th day of March, 2021

ATB FINANCIAL

Per: _____
Travis Lysak, Solicitor and Authorized Signatory

The undersigned hereby waive the ten day notice period provided for in this Notice of Intention to Enforce Security and consents to the immediate enforcement by the Lender of all security above-noted.

1887612 ALBERTA LTD.

Per: _____
Authorized Signatory

Schedule "A"

1. All present and after-acquired real and personal property of the Debtor.

Schedule "B"

1. General Security Agreement dated July 10, 2017 granted by the Debtor in favour of the Lender.
2. General Security Agreement dated January 30, 2020 granted by the Debtor in favour of the Lender.

THIS IS EXHIBIT "**Q**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

FORBEARANCE AGREEMENT

THIS AGREEMENT is made effective the 1st day of April, 2021.

AMONG:

ATB FINANCIAL (the "**Lender**")

- and -

WA GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a WA GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD. (together, the "**Borrowers**")

- and -

NEW LEAF ESSENTIALS (EAST) LTD., 1887612 ALBERTA LTD. (together, the "**Corporate Guarantors**")

WHEREAS:

A. the Lender has made loans and advances in favour of the Borrowers pursuant to an amended and restated commitment letter dated November 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

B. as at close of business on March 26, 2021, the aggregate amount outstanding and owing in respect of the Credit Agreement and the credit facilities thereunder (the "**Facilities**") was as follows:

Facility Number	Balance Outstanding (CAD)	Accrued Interest (CAD)	Facility / Standby fee	Total (CAD)	Per diem
712-37258927300	2,320,177.94	8,610.08	N/A	2,328,788.02	410.00
760-37363711500	64,491.49	239.33	N/A	64,730.82	11.40.
832-32434990300	6,849,672.74	31,872.44	773.25	6,882,318.43.	1,210.42
832-38303289200	2,560,942.99	11,313.75	N/A	2,572,256.74	452.55
Business MasterCard	5,968.30	N/A	N/A	5,968.30	N/A
				11,854,062.31	

C. the payment of the monies from time to time due and owing by the Borrowers and the Corporate Guarantors (collectively, the "**Debtors**") to the Lender in respect of the Facilities, including interest thereon and all other costs, charges and expenses from time to time due and owing to the Lender in

connection therewith and hereunder (collectively, the "**Indebtedness**"), is secured in whole or in part by various security instruments granted by the Debtors. All security now or hereafter held by the Lender in respect of the Facilities and the Indebtedness is collectively referred to as the "**Security Documents**" and includes, without limitation, the Security Documents listed in Schedule "A" hereto;

D. pursuant to the Credit Agreement and the Security Documents, the Indebtedness is due on demand, and, in any event, the Borrowers are currently in breach of the Credit Agreement by:

(a) entering into a Swap (as defined in the Credit Agreement) contrary to the negative covenants set out in the Credit Agreement;

(b) failing to comply with borrowing base and financial reporting requirements as set out in the Credit Agreement;

(c) allowing a default to occur with respect to the indebtedness owed by a Loan Party (as defined in the Credit Agreement) to Avrio Subordinated Debt Limited Partnership II, a third party creditor; and

(d) failing to maintain an actual EBITDA, Current Ratio, Debt to Equity Ratio, and Fixed Charge Coverage Ratio in accordance with the financial covenants set out in the Credit Agreement,

(the "**Current Breaches**");

E. as a result of the Current Breaches, the Lender demanded the repayment of the Indebtedness from the Debtors pursuant to demand letters dated March 29, 2021, together with Notices of Intention to Enforce Security under subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") (collectively, the "**Demands**");

F. the Indebtedness is due and owing and the Lender is entitled to prosecute its legal remedies against the Debtors as it deems fit;

G. in order to allow the Debtors to make arrangements to repay all of the Indebtedness to the Lender, the Debtors have requested that the Lender forbear from prosecuting its legal remedies against them on the terms and conditions set out herein,

THEREFORE IN CONSIDERATION of the premises and of the covenants and agreements hereinafter entered into, the parties hereto agree as follows:

ARTICLE 1
INDEBTEDNESS

1.1 Each of the Debtors acknowledges and agrees with the Lender that the Debtors owe the Lender the full amount of the Indebtedness and that the repayment of the Indebtedness is secured by the Security Documents.

1.2 Each of the Debtors confirms that the recitals to this Agreement are true and accurate in every respect and further acknowledges and agrees that it is bound by the terms of the Credit Agreement and the Security Documents to which it is a party, and that the same remain in full force and effect and that there are no defences, set-offs or counterclaims available to such Debtor in respect of the

enforcement thereof existing as of the date hereof and that the execution and delivery of this Agreement or the enforcement by the Lender of its rights hereunder, will not give rise to any defence, set-off or counterclaim which might impede the Lender in enforcing the Security Documents.

1.3 Without limiting any of the Debtors' obligations under the Credit Agreement and the Security Documents, each of the Debtors acknowledges and agrees that the Lender shall debit from the Facilities all legal fees and disbursements incurred by the Lender up to the date of this Agreement with respect to its dealings with the Debtors, including, without limitation, reasonable legal fees and disbursements incurred with respect to:

(a) the review of the Credit Agreement, the Security Documents and all related searches;

(b) the negotiation, drafting, implementation and enforcement of this Agreement and any advice in respect thereof, including, without limitation, any dealings with any third party having involvement, direct or indirect, with any of the Debtors and the Lender;

(c) the engagement of the Advisor (as defined below); and

(d) any and all matters related to any of the Security Documents and/or the Debtors,

and further agrees to pay to the Lender all reasonable legal fees and disbursements which the Lender may incur after the date of this Agreement in connection with any and all matters related to any of the Debtors, which the Lender shall pay and debit from the Facilities, which amount will be secured by the Security Documents. The debiting of the Facilities shall not constitute a default under the Credit Agreement, as amended hereby, the Security Documents or this Agreement.

1.4 Each of the Debtors (to the extent that it is a party thereto) acknowledges and agrees that:

(a) it is bound by the terms of the Credit Agreement, as amended hereby, the Security Documents and by the terms of this Agreement, and is bound to carry out the terms of each such document, including without limitation, any and all margin requirements;

(b) each of the Security Documents secures the liability, indebtedness and obligations of such Debtor thereunder and the liability, indebtedness and obligations of the Debtors under the Credit Agreement, as amended hereby, in accordance with the terms thereof;

(c) the Credit Agreement, as amended hereby, and the Security Documents continue to constitute valid and legally binding obligations of such Debtor and the Credit Agreement, as amended hereby, and the Security Documents are enforceable against such Debtor, as either the grantor thereof or as a successor to the grantor thereof, in accordance with the terms thereof;

(d) where necessary or appropriate, the Security Documents have been registered in the appropriate public office or registry in order to preserve their validity and/or priority *vis a vis* third parties;

(e) the Lender may, at its sole discretion, assign its position with respect to such Debtor, including the assignment of the Credit Agreement, as amended hereby, and the Security Documents, to any third party of its choosing (the "**Assignment**") and, in the course of negotiating any such Assignment, the Lender shall be permitted to disclose all information

in its possession or control with respect to such Debtor to any potential assignee provided that such potential assignee executes a non-disclosure agreement with the Lender;

(f) the Indebtedness is due on demand and the Lender's rights under the Credit Agreement, as amended hereby, and the Security Documents are fully enforceable by the Lender;

(g) all of the obligations owed by the Debtors to the Lender, whether jointly or severally, are immediately due and payable;

(h) the Lender is entitled to make demand for repayment under the Credit Agreement and the Security Documents and has done so;

(i) the Lender has made the Demands and no further demands are necessary on the Debtors;

(j) all notice periods in the Demands continue to run notwithstanding the signing of this Agreement; and

(k) it has, by execution of this Agreement, waived any right to any further notice or demand from the Lender that it may otherwise have.

1.5 Each of the Debtors further acknowledges and agrees that it has consulted with and been advised by its own solicitors before entering into this Agreement, has read and understands the contents hereof, and is entering this Agreement voluntarily, without duress or coercion.

ARTICLE 2
RELEASE AND WAIVER

2.1 Subject to the terms of this Agreement, each of the Debtors hereby releases and forever discharges the Lender, and its agents, executors, administrators, officers, directors, employees, successors and assigns of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected whether at law or in equity, which such Debtor ever had or now has or which it or its agents, executors, administrators, officers, directors, employees, successors or assigns hereafter can, shall or may have by reason of any cause, matter or thing whatsoever existing up to the date hereof and relating to the Credit Agreement, the Indebtedness, the Security Documents or any of the Lender's or its agents, executors, administrators, officers, directors, employees, successors or assigns actions, errors or omissions with regard thereto.

2.2 Subject to the terms of this Agreement, each of the Debtors waives against the Lender and its successors and assigns any defence which it may have existing up to the present time to any action brought by the Lender to collect the Indebtedness or to enforce or realize upon the Security Documents which said defence arises, whether by counterclaim or defence, by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by the Lender or its agents, executors, administrators, officers, directors, employees, successors or assigns existing as at the date of this Agreement and relating to or arising from the Credit Agreement, the Indebtedness or the Security Documents.

ARTICLE 3
FORBEARANCE PERIOD

3.1 Subject to the terms hereof, the Lender agrees not to enforce the Security Documents during the period commencing on the date hereof and ending on close of business on April 16 2021, or such later date agreed to in writing by the Lender, in its sole discretion (the "**Forbearance Period**"); provided that such agreement shall not constitute a waiver of default and the Lender expressly reserves all of its rights and remedies with respect to any default by the Debtors under the Credit Agreement, as amended hereby, the Security Documents or this Agreement hereafter arising.

3.2 Each of the Debtors acknowledges and agrees that the Forbearance Period is a reasonable period in the circumstances.

3.3 Subject to section 4.3 and 6.1, during the Forbearance Period, the Borrowers shall not be required to make any principal payments to the Lender that are otherwise due and owing under the Credit Agreement. Notwithstanding the foregoing, any amounts due and owing under the Credit Agreement shall be capitalized by the Lender, form part of the Indebtedness, and be secured by the Security Documents.

ARTICLE 4
COVENANTS OF THE DEBTORS

Consent Receivership Order

4.1 Concurrent with the execution of this Agreement, the Debtors shall duly execute and provide to the Lender a Consent Receivership Order substantially in the form attached hereto as Schedule "B" (the "**Consent Receivership Order**").

4.2 The Consent Receivership Order will be held by Fasken Martineau DuMoulin LLP, the solicitors for the Lender, in trust, and utilized as set out herein or returned to counsel for the Debtors upon the repayment in full of the Indebtedness.

Interest Payments

4.3 Notwithstanding section 3.2, concurrent with the execution of this Agreement, the Debtors will pay to the Lender all interest accrued in respect of the Indebtedness as of March 31, 2021, which payment shall be in the amount of $64,561.87 (the "**Interest Payment**"). The Interest Payment shall be applied towards the Indebtedness.

Reporting Obligations

4.4 The Debtors agree that, during the Forbearance Period, on or before 5:00 p.m. Mountain Time on Thursday of every week, they will provide to the Lender and the Advisor a list of all of the Debtors' anticipated payments to any entity in respect of the following week, which list shall include, among other things: (i) the name of the entity receiving such payment, (ii) the estimated payment amount, (iii) the purpose of the payment, and (iv) such other information as the Lender or the Advisor may reasonably request.

General

4.5 Each of the Debtors covenants and agrees that during the Forbearance Period it shall:

(a) not permit the payment of any debt ranking subsequent in priority to the Security Documents other than payments made in the ordinary course of business (an "**Out of Ordinary Course Payment**"), without the express written consent of the Lender. In the event that any of the Debtors wishes to make an Out of Ordinary Course Payment, such Debtor shall advise the Lender and the Advisor (as defined below) in writing of such Debtor's intention to make an Out of Ordinary Course Payment at least 2 Business Days in advance of such payment being made;

(b) not incur any short or long term debt, other than in favour of trade creditors in the ordinary course of business;

(c) not sell or otherwise dispose of its assets outside of the ordinary course of business without the prior written consent of the Lender;

(d) not issue any dividends or make any such similar distributions to any party without the prior written consent of the Lender, other than payments to its employees and management in a manner consistent with the period preceding this Agreement and payment of operational costs;

(e) duly comply with all of its obligations (monetary, reporting or otherwise) set out in the Credit Agreement, as amended hereby, the Security Documents and this Agreement (to the extent it is a party thereto), except as those obligations may be modified or waived herein;

(f) execute and deliver to the Lender any replacement security reasonably required by the Lender, and cooperate in any filings or amendments to filings (including executing any financing statements or financing change statements); and

(g) co-operate with and provide promptly any information requested by the Lender and its advisors, consultants and agents with respect to this Agreement and the subject matter hereof.

Insolvency Filings

4.6 During the Forbearance Period, each of the Debtors further covenants and agrees that it will not, without the prior written consent of the Lender, make any filing or seek any creditor protection (including a stay of proceedings) pursuant to the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), or otherwise at law or in equity (a "**Filing**"), and that any Filing made with respect to the such Debtor will contain the following provisions:

(a) the terms of this Agreement will continue to bind such Debtor;

(b) the Lender will not be affected by any stay or other order in such proceedings; and

(c) the Lender will be an unaffected creditor in any plan or proposal unless the Lender consents to being treated otherwise.

4.7 During the Forbearance Period, each of the Debtors irrevocably consents to the variation of any stay or order in such proceedings which would purport to affect the Lender and will not make or support any application which would have the effect of:

(a) creating any charge ranking in priority to the Credit Agreement, as amended hereby, the Security Documents or in priority to any other rights of the Lender; or

(b) altering or varying the rights of the Lender under the terms of the Credit Agreement, as amended hereby, the Security Documents or this Agreement.

ARTICLE 5
FACILITIES LIMIT REDUCTIONS

5.1 Concurrent with the execution of this Agreement, the amounts available to the Debtors under the Operating Loan Facility and the Business MasterCard shall be reduced to the amounts owing under each of these Facilities, respectively, as of the date of this Agreement.

5.2 Upon the Debtors making any principal payments in respect of the Operating Loan Facility or the Business MasterCard, the limit of such Facility shall be further reduced by the amount of the principal payment made in respect thereof.

ARTICLE 6
WEEKLY SWEEPS AND PERMANENT REDUCTIONS

6.1 During the Forbearance Period the Lender will, on a weekly basis, sweep 18% of the Debtors' Accounts Receivable collected during the preceding week (a "**Weekly AR Sweep**") and apply such Weekly AR Sweep as a permanent reduction towards the Operating Loan Facility as follows:

(a) before 12:00 p.m. Mountain Time on April 5, 2021 and then on every Monday during the Forbearance Period (a "**Weekly Reporting Day**") the Debtors will provide the Lender with:

(i) a 13 week cash flow forecast showing actuals to forecast for the preceding week and forecasted receipts and disbursements for the upcoming 13 weeks; and

(ii) details on the Debtors' receipts in respect of the previous week along with a calculation of the Weekly AR Sweep (the "**Weekly AR Reporting**"); and

(b) on each day following a Weekly Reporting Day the Lender shall effect the Weekly AR Sweep on the basis of the Weekly AR Reporting.

ARTICLE 7
ADVISOR

7.1 During the Forbearance Period, the Lender shall retain BDO Canada Limited (the "**Advisor**") to perform a review of the Debtors and the Debtors' business and financial affairs, to ascertain the quantum and nature of any indebtedness owed by the Debtors, to review the Debtors' cash flow projections and to assess the impact of those projections on the Lender's security position and to consider any other matters which the Lender from time to time considers to be relevant to the Debtors' financial position and the Lender's security position and to report its findings to the Lender (the "**Engagement Services**"). The Debtors hereby consent to the Engagement Services, agree they will execute a copy of an engagement letter with the Advisor and the Lender in substantially the form attached here as Schedule "C" (the "**Engagement Letter**"), agree to comply with the Engagement Letter, and shall cooperate in all respects with the Advisor in the performance of the Engagement Services and the Debtors shall provide the Advisor full access to all of its

business operations, assets, books and records as the Advisor, acting reasonably and in good faith, deems necessary for the performance of the Engagement Services. The Debtors hereby agree to pay all reasonable fees and expenses incurred by the Advisor in connection with its performance of the Engagement Services in full. In the event that the Debtors do not pay the above referenced reasonable fees and disbursements, the Lender may pay them and add the amount paid to the Indebtedness which amount will be secured by the Security Documents.

ARTICLE 8
EVENT OF DEFAULT

8.1 The occurrence of any of the following (each an "**Event of Default**") will constitute a default under this Agreement:

(a) the Debtors fail to comply with any of their obligations as set out in this Agreement;

(b) the Canada Grain Commission cancels, suspends or refuses to renew the Debtors' Grain Dealer and/or Primary Elevator licenses (the "**CGC Licenses**");

(c) the Debtors' Intact payables insurance policy required for maintaining the CGC Licenses is cancelled or the renewal of such insurance is denied by the applicable insurer;

(d) a decree or order of a court of competent jurisdiction is entered adjudging any Debtor a bankrupt or insolvent under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), *the Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or ordering the winding up or liquidation of its affairs;

(e) any case, proceeding or other action shall be instituted in any court of competent jurisdiction against any Debtor, seeking in respect of it an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers with respect to such Debtor or of all or any substantial part of its assets, or any other like relief in respect of the Debtor under any bankruptcy or insolvency law and:

(i) such case, proceeding or other action results in an entry of an order for such relief or any such adjudication or appointment, or

(ii) such case, proceeding or other action shall continue undismissed, or unstayed and in effect, for any period of 10 consecutive Business Days (as defined below);

(f) any Debtor makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement,

composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding; or

(g) if, in the Lender's sole and absolute determination, a material adverse change in the financial circumstances of the Debtors occurs or if any event occurs which in the Lender's sole and absolute determination materially increases the likelihood that the Indebtedness as may be outstanding from time to time will not be repaid to the Lender in full. Without limiting the generality of the foregoing, it shall be deemed to be a material adverse change if any other creditor demands or otherwise takes steps to enforce its security.

8.2 Upon the occurrence of an Event of Default, the Debtors hereby authorize the Lender to utilize the Consent Receivership Order.

ARTICLE 9
NOTICE

9.1 Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any party hereto will be in writing and will be sufficiently given or sent or delivered if it is:

(a) delivered via courier or registered mail to such party; or

(b) sent by facsimile or email.

9.2 Notices will be sent to the following addresses, facsimile numbers or email addresses:

In the case of the Lender:

ATB Financial
Eighth Avenue Place West Tower
Suite 600 585-8th Ave SW
Calgary Alberta T2P1G1
Attention: Dawn Walby-Parchoma
Email: dwalby@atb.com

With a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
3400 First Canadian Centre
350 7th Avenue S.W.
Calgary, Alberta, T2P 3N9
Attention: Travis Lysak
Email: tlysak@fasken.com

In the case of the Debtors:

Chris Chivilo
BOX 6345

Innisfail, Alberta, T4G 1S7
Email: Chris.Chivilo@wagrain.ca

With a copy (which shall not constitute notice) to:

MHR Law
1, 5401-49 Avenue
Olds, Alberta, T4H 1G3
Attention: Dan Harder
Email: danh@mhrlaw.ca

or to such other address, facsimile number or email address as the party entitled to or receiving such notice, designation, communication, request, demand or other document will, by a notice given in accordance with this Article 9, have communicated to the other party giving or sending or delivering such notice, designation, communication, request, demand or other document.

9.3 Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid will:

(a) if delivered via courier or registered mail, be deemed to have been given, sent, delivered and received on the date of delivery; and

(b) if sent by facsimile or email, be deemed to be received by the addressee when transmitted by the party delivering the notice (provided such party obtains confirmation from its facsimile or email of successful transmission), if transmitted during the addressee's normal business hours on any Business Day or at the commencement of the next ensuing Business Day following transmission if such notice is not transmitted during normal business hours. "**Business Day**" means any day except a Saturday, a Sunday or a statutory holiday in Calgary, Alberta.

ARTICLE 10
GENERAL

10.1 The recitals to this Agreement are incorporated into and form an integral part of this Agreement.

10.2 Capitalized words and terms used in this Agreement will have the meaning ascribed to them in the Credit Agreement unless otherwise defined herein.

10.3 This Agreement, the Credit Agreement and the Security Documents constitute the entire agreement among the parties relating to the subject matter hereof. This Agreement and the Credit Agreement and the Security Documents may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.

10.4 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.

10.5 All stipulations herein as to time are strictly of the essence.

10.6 This Agreement will be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the Court of Queen's Bench, Judicial Centre of Calgary.

10.7 This Agreement may be executed electronically and in counterparts by the parties hereto and such execution shall be valid for all intents and purposes and the executed counterparts shall together form one document and any signed counterpart transmitted by facsimile or electronic means shall be as valid and effectual as if it were an originally signed copy of such counterpart.

10.8 Unless the context otherwise requires, all defined terms contained herein include the singular and plural and whenever the masculine gender is used the same will be construed as meaning the feminine or neuter gender, as applicable, and *vice versa*.

10.9 The insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10.10 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed or caused this Agreement to be executed in their names and on their behalf by their duly authorized signatories as of the date first written above as if executed under seal.

The Lender:

ATB FINANCIAL,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Debtors:

WA GRAIN HOLDINGS INC.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

1309497 ALBERTA LTD.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

NEW LEAF ESSENTIALS (WEST) LTD.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

NEW LEAF ESSENTIALS (EAST) LTD.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

1887612 ALBERTA LTD.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

IN WITNESS WHEREOF the parties hereto have executed or caused this Agreement to be executed in their names and on their behalf by their duly authorized signatories as of the date first written above as if executed under seal.

The Lender:

ATB FINANCIAL,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Debtors:

WA GRAIN HOLDINGS INC.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

1309497 ALBERTA LTD.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

NEW LEAF ESSENTIALS (WEST) LTD.,
by its authorized signatory(ies)

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

Security Documents

1. General Security Agreement dated July 10, 2017 granted by WA Grain Holdings Inc. ("**WA Grain**") in favour of the Lender.

2. General Security Agreement dated July 10, 2017 granted by 1309497 Alberta Ltd. ("**130**") in favour of the Lender.

3. General Security Agreement dated January 30, 2020 granted by 130 in favour of the Lender.

4. General Security Agreement dated July 10, 2017 granted by New Leaf Essentials (West) Ltd. ("**NLE West**") in favour of the Lender.

5. Mortgage of Lease dated July 10, 2017 granted by NLE West in the amount of $3,930,000 with respect to the lands described as Plan 2369JK the Sewer Pond and Nuisance Ground Site.

6. General Security Agreement dated July 10, 2017 granted by 1887612 Alberta Ltd. ("**188**") in favour of the Lender.

7. General Security Agreement dated January 30, 2020 granted by 188 in favour of the Lender.

8. General Security Agreement dated October 13, 2017 granted by New Leaf Essentials (East) Ltd. ("**NLE East**") in favour of the Lender.

9. General Security Agreement dated January 30, 2020 granted by NLE East in favour of the Lender.

10. Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by WA Grain in favour of the Lender respecting the indebtedness of NLE West and 130 owing to the Lender for an unlimited amount.

11. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by 130 in favour of the Lender respecting the indebtedness of WA Grain owing to the Lender for an unlimited amount.

12. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by 130 in favour of the Lender respecting the indebtedness of NLE West owing to the Lender for an unlimited amount.

13. Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by 130 in favour of the Lender respecting the indebtedness of WA Grain and NLE West owing to the Lender for an unlimited amount.

14. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 granted by NLE West in favour of the Lender respecting the indebtedness of WA Grain owing to the Lender for an unlimited amount.

15. Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 granted by NLE West in favour of the Lender respecting the indebtedness of WA Grain and 130 owing to the Lender for an unlimited amount.

16. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, respecting the indebtedness of WA Grain owing to the Lender for an unlimited amount.

17. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017 respecting the indebtedness of NLE West owing to the Lender for an unlimited amount.

18. Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 respecting the indebtedness of the Borrowers owing to the Lender for an unlimited amount.

19. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10 respecting the indebtedness of WA Grain owing to the Lender for an unlimited amount.

20. Continuing Guarantee (Including Postponement and Assignment of Claims) dated July 10, 2017, respecting the indebtedness of NLE West owing to the Lender for an unlimited amount.

21. Continuing Guarantee (Including Postponement and Assignment of Claims) dated January 30, 2020 respecting the indebtedness of the Borrowers owing to the Lender for an unlimited amount.

22. Confirmation of Security dated January 30, 2020 granted by the Debtors in favour of the Lender.

Schedule "B"
Consent Receivership Order
[see attached]

Schedule "C"
Engagement Letter
[see attached]

THIS IS EXHIBIT "**R**"

Referred to in the Affidavit of

Dawn Walby-Parchoma,

Sworn before me this 1st

day of April, 2021

A COMMISSIONER/NOTARY FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Luc Rollingson
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9426

COURT FILE NUMBER	
COURT	Court of Queen's Bench of Alberta
JUDICIAL CENTRE	Calgary
APPLICANT	**ATB FINANCIAL**
RESPONDENTS	**WA GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a WA GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS (EAST) LTD., 1887612 ALBERTA LTD.**
DOCUMENT	**CONSENT RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Fasken Martineau DuMoulin LLP** Barristers and Solicitors 3400 First Canadian Centre 350 – 7 Avenue SW Calgary, Alberta T2P 3N9 **Attention: Travis Lysak / Mihai Tomos** Tel: (403) 261- 5501 / (403) 261 - 7386 Email: tlysak@fasken.com / mtomos@fasken.com File No.: 279839.00144

DATE ON WHICH ORDER WAS PRONOUNCED:

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice

LOCATION OF HEARING: Calgary, Alberta

UPON the application of ATB Financial ("**ATB**"), in respect of WA Grain Holdings Inc., 1309497 Alberta Ltd. operating as WA Grain & Pulse Solutions, New Leaf Essentials (West) Ltd., New Leaf Essentials (East) Ltd., and 1887612 Alberta Ltd. (together, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Dawn Walby-Parchoma, and the Affidavit of Service; **AND UPON** reading the consent of BDO Canada Limited to act as receiver and manager (the "**Receiver**") of the Debtors, filed; **AND UPON** hearing counsel for ATB and any

other parties attending the within hearing; **AND UPON** noting the consent of counsel for the Debtors; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and service thereof is deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and* Insolvency *Act*, R.S.C. 1985, c. B-3 ("**BIA**"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of

business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to, market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;

(i) without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

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

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

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

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted

by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;

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

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

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions

relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as is defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:

    (a) statutory or regulatory mandates for the supply of goods and/or services; or

    (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

    are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal

prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder

to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

    (i) before the Receiver's appointment; or

    (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

    (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

    (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

    (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is

appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for their professional fees and disbursements, incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.

20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts,

liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

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

BANKRUPTING THE DEBTOR

27. The Receiver is hereby authorized to take all necessary steps, including executing any documents or doing any other actions in the name of the Debtors, so as to assign the Debtors into bankruptcy, and BDO Canada Limited is hereby authorized to act as the trustee in bankruptcy of the Debtors.

GENERAL

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, or in any foreign jurisdiction, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

32. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. ATB shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of ATB security or, if not so provided by the ATB's security, then on a substantial indemnity basis, including legal costs on a solicitor-client

full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

35. The Receiver shall establish and maintain a website in respect of these proceedings at _____ (the "**Receiver's Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statue or regulation to be made publically available; and

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

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

    (a) serving the same on:

        (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

        (ii) any other person served with notice of the application for this Order; and

        (iii) any other parties attending or represented at the application for this Order; and

    (b) posting a copy of this Order on the Receiver's Website,

    and service on any other person is hereby dispensed with.

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

Justice of the Court of Queen's Bench
of Alberta

Consented to by:

MHR LAW

Per:

Daniel Harder

Solicitors for the Respondents, WA Grain Holdings Inc., 1309497 Alberta Ltd. operating as WA Grain & Pulse Solutions, New Leaf Essentials (West) Ltd., New Leaf Essentials (East) Ltd., and 1887612 Alberta Ltd.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of all of the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd. operating as WA Grain & Pulse Solutions, New Leaf Essentials (West) Ltd., New Leaf Essentials (East) Ltd., and 1887612 Alberta Ltd., appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 9th day of March, 2021 (the "**Order**") made in action numbers _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

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

Per: _____
Name:
Title: