

COURT FILE NUMBER 2101-05682

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ATB FINANCIAL

DEFENDANTS W.A. GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a W.A. GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS (EAST) LTD., and 1887612 ALBERTA LTD.

APPLICANT BDO CANADA LIMITED, in its capacity as receiver and manager of W.A. GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a W.A. GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS (EAST) LTD., and 1887612 ALBERTA LTD.

DOCUMENT **APPROVAL AND VESTING ORDER (Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
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Attention: Ryan Zahara
File: 0128056.00003



DATE ON WHICH ORDER WAS PRONOUNCED: SEPTEMBER 23, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE DARIO

UPON THE APPLICATION by BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertakings, property and assets of W.A. Grain Holdings Inc., 1309497 Alberta Ltd., o/a W.A. Grain & Pulse Solutions, 1887612 Alberta Ltd., New Leaf Essentials (West) Ltd. and New Leaf Essentials (East) Ltd. (collectively, the

“Debtors”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and GP Acres Grain Inc. (the “**Purchaser**”) dated September 3, 2021 and appended in full in Confidential Appendix 5 to the Second Report of the Receiver dated September 10, 2021 (the “**Second Report**”), and vesting in the Purchaser (or its nominee) the Debtors’ right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

AND UPON HAVING READ the Receivership Order dated April 26, 2021 (the “**Receivership Order**”), the Second Report, the Receiver’s Brief of Law filed September 15, 2021 and the Affidavit of Service of Joy Mutuku filed September 22, 2021; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “Receiver’s Closing Certificate”), all of the Debtor’s right, title and interest in and to the Purchased Assets, as defined in the Sale Agreement and listed in **Schedule “B”** hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of

ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 12 of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01, the Saskatchewan Registrar of Titles (the "**Registrar of Titles**") shall be and is hereby directed:

- (i) To accept an application to surrender the existing title to the real property legally described as:

Surface Parcel #143311351
Blk/Par K Plan No 91SC00056 Extension 0

Surface Parcel # 145779261
Lot K Plan No 75SC00405 Extension 0

Surface Parcel #145779283
Lot L Plan No 75SC00405 Extension 0

Surface Parcel #145779306
Lot M Plan No 75SC00405 Extension 0

Surface Parcel #145779328
Lot N Plan No 75SC00405 Extension 0

Surface Parcel #145841902
Blk/Par E Plan No 75SC02514 Extension 0

Surface Parcel #145841913
Blk/Par F Plan No 75SC02514 Extension 0

Surface Parcel #145841924
Blk/Par G Plan No 75SC02514 Extension 0

Surface Parcel #145841935
Blk/Par H Plan No 75SC02514 Extension 0

Surface Parcel #146379853
Lot K Plan No 01SC08159 Extension 0

(collectively, the “**Real Property**”)

and to set up a new title to such Real Property in the name of the Purchaser, GP Acres Grain Inc. (or its nominee) as owner free and clear of any and all Claims, save and except for the Permitted Encumbrances as set out in **Schedule "D"**;

- (ii) for greater certainty, to discharge all interests described in **Schedule “C”**;
and
- (iii) to discharge all interests registered against title to the Lands subsequent to the date of the Sale;

- (b) the Registrar of the Saskatchewan Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Saskatchewan Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods; and
 - (c) Upon delivery of the Receiver's Closing Certificate to the Purchaser, the Receiver shall be and is hereby authorized to effect such discharges or revisions in the Saskatchewan Personal Property Registry as may be reasonably required to conclude the Transaction.
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Registrar of Land Titles. The Registrar of Land Titles is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances

(but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. 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;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: <https://www.bdo.ca/en-ca/extranets/wagrainholdings/>

and service on any other person is hereby dispensed with.

19. 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

Schedule "A"**Form of Receiver's Certificate**

| | |
|---|--|
| COURT FILE NUMBER | 2101-05682 |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| PLAINTIFF | ATB FINANCIAL |
| DEFENDANTS | W.A. GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a W.A. GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS (EAST) LTD., and 1887612 ALBERTA LTD. |
| APPLICANT | BDO CANADA LIMITED, in its capacity as receiver and manager of W.A. GRAIN HOLDINGS INC., 1309497 ALBERTA LTD. (o/a W.A. GRAIN & PULSE SOLUTIONS), NEW LEAF ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS (EAST) LTD., and 1887612 ALBERTA LTD. |
| DOCUMENT | RECEIVER'S CERTIFICATE |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420 Fax: 403.508.4349 Attention: Ryan Zahara File: 0128056.00003 |

| |
|---------------|
| Clerk's Stamp |
|---------------|

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.R. Mah of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 26, 2021, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of W.A. Grain Holdings Inc., 1309497 Alberta Ltd., o/a W.A. Grain & Pulse Solutions, 1887612 Alberta Ltd., New Leaf Essentials (West) Ltd. and New Leaf Essentials (East) Ltd. (collectively, the "**Debtors**").

- B. Pursuant to an Order of the Court dated September 23, 2021, the Court approved the agreement of purchase and sale made as of September 3, 2021 (the “**Sale Agreement**”) between the Receiver and GP Acres Grain Inc., or its other designated nominee (collectively, the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**[Name of Receiver], in its capacity
as Receiver of the undertakings,
property and assets of [Debtor], and
not in its personal capacity.**

Per: _____
Name:
Title:

Schedule "B" – Purchased Assets**REAL PROPERTY****Pambrun Lands:**

Municipal Address: SW 09-11-11-3 Pambrun, SK, S0N 1W0

Legal Land Description:

Surface Parcel #143311351
Blk/Par K Plan No 91SC00056 Extension 0

Ponteix Lands:

Municipal Address: Railway Avenue E, Ponteix, SK S0N 1Z0

Legal Land Description:

Surface Parcel # 145779261
Lot K Plan No 75SC00405 Extension 0

Surface Parcel #145779283
Lot L Plan No 75SC00405 Extension 0

Surface Parcel #145779306
Lot M Plan No 75SC00405 Extension 0

Surface Parcel #145779328
Lot N Plan No 75SC00405 Extension 0

Vanguard Lands:

Municipal Address: 2509 Railway Avenue, Vanguard, SK S0N 2V0

Legal Land Description:

Surface Parcel #145841902
Blk/Par E Plan No 75SC02514 Extension 0

Surface Parcel #145841913
Blk/Par F Plan No 75SC02514 Extension 0

Surface Parcel #145841924
Blk/Par G Plan No 75SC02514 Extension 0

Surface Parcel #145841935
Blk/Par H Plan No 75SC02514 Extension 0

Surface Parcel #146379853
Lot K Plan No 01SC08159 Extension 0

PERSONAL PROPERTY**Pambrun**

| Units | Equipment | Serial Number |
|-------|---|---------------|
| 1 | Batco 2085 Bin Loader | 20081 |
| 1 | Convey-All Truck Loader Conveyor | 21111310434 |
| 1 | Cimbria 107-2 Air & Screen Grain Cleaner | 7635 - 2000 |
| 1 | Precision Chick Pea Sizer, Pg 22T | |
| 1 | Lmc Gravity Table M-500 | 160000219 |
| 1 | Ideal Indent | |
| 1 | Convey-All Tcsnh-1045 - Hdmk Self Propel Conveyor Rail Car Loading | 17041310032 |
| 11 | Weatland 1620 Grain Bins | |
| 2 | Weatland 50 Mt Bins | |
| 1 | Receiving Leg 80' | |
| 9 | Grain Legs - Various Hights 40 To 70" | |
| 2 | Batco Underbin Conveyor - 65' | 1693 & 20081 |
| 1 | Overhead Bin Chain Drag Conveyors 65' | |
| 1 | Truck Scale 35' | N/A |
| Units | Vehicles | Serial Number |
| 1 | 970 Case Tractor With Front End Loader | 8705063 |
| 1 | 4690 Case Tractor 4 Wheel Drive | 10259379 |
| Units | Misc. Office Equipment | |
| 1 | Explornet Modem | |
| 1 | Office Chair | |
| 1 | Microwave | |
| 1 | Bar Fridge | |
| 1 | Water Dispenser | |
| 1 | Grain Moisture Testing Unit (Labtronics) | |
| 1 | 1000 Gram Grain Testing Scale | |
| 2 | Filling Cabinets | |
| 1 | Hard Drive Computer System And Monitor For Plant Operation (Spare For Backup) | |
| 1 | Scale Monitor For Truck Weighing (Toleo) | |
| 12 | Grading Sieves | |
| 1 | Brother Printer Mfc - J430W (Moved From Vanguard) | |
| 1 | 12" Monitor | |
| 1 | New Hard Drive Computer System For Plant Operation (New June 2016) | |
| 1 | Air Conditioner - Purchased July 2017 | |

Ponteix:

| Units | Equipment | Make/Model | Serial Number |
|-------|--------------------------------------|---------------------------|---------------|
| 1 | Hart Uniflow Indent Separator | Simon Day #33 | G-PF5365 |
| 1 | 2Rwd Tractor | 1964 Cockshutt 1750, 85HP | 165624A |
| 1 | Outload Conveyor | N/A | 16780 |
| 1 | Chem Shed | 50X40 | 16778 |
| 1 | Truck Scale 90' | N/A | N/A |
| Units | Grading Room Equipment | Make/Model | Serial Number |
| 1 | EJ 1500 Gram Digital Scale | | |
| 1 | Moisture Meter | | |
| 13 | Hand Screens | | |
| 1 | Dockage Kicker - Simon Carter | | |
| 1 | Insect Detector Lights | | |
| Units | Misc. Office Equipment | | |
| 3 | Office Desk | | |
| 3 | Office Chairs | | |
| 1 | Water Cooler | | |
| 1 | Micro Wave | | |
| 1 | Coffee Machine | | |
| 2 | 3 Drawer Filing Cabinet | | |
| 1 | Large 4 Drawer Filing Cabinet | | |
| 5 | Customer Stackable Chairs | | |
| 1 | Samsung Printer (Scx4835Fr) | | |
| 1 | Acer Laptop Computer | | |
| 1 | Micro Soft Wireless Keyboard & Mouse | | |
| 1 | Asus Flat Screen Monitor | | |

Vanguard:

| Units | Vehicles | Make/Model | Serial Number |
|-------|--|-----------------------------|-------------------|
| 1 | Toyota Fork Lift | Propane | N/A |
| 1 | 1996 Skid Steer | New Holland LX465 | 9272 |
| 1 | Dysan | Trailer | 2D9H26247VS080190 |
| 1 | Toyota Fork Lift (Strathmore) | Toyota | 1700 |
| 1 | Grain Truck | 1969 Ford Grain Truck (red) | SN F70DUD96543 |
| Units | Cleaning Line #1 - Vanguard | | |
| 1 | Indent Machine | Ideal S23-SA36-LMC-2459U | 2459 |
| 1 | Indent Machine | Ideal S23SR-SA36-LMC-2487U | 2487 |
| 1 | Density Separator 60Hp Fan | Camas SV45PS | 94-001 |
| 1 | Lmc Screen Machine | 8422D-0228-U | 228 |
| 1 | Scalper 24" X 70" | Crippen 24X70 SRM-1010-U | SRM1010 |
| 1 | Lmc 72" Aspirator | 742A | 211 |
| Units | Main Plant - Vanguard | Make/Model | Serial Number |
| 1 | Truck Unload Conveyor | Batco 2013 Swing Away | 1693 |
| 2 | Easy Dump Elevator Legs 38' | LMC 3540 | 12128, 13013 |
| 1 | Receiving Elevator 90' | 7500 BPH, HIS | 12630 |
| 1 | Loading Conveyor, W Mover & 38Hp Motor | Convey-All, TCHNH-1045-HDMK | 17041310032 |
| 1 | Conveyor 10" X 20' 7.5Hp | Convey-All TCH-1020-Custom | 19-1000-0027 |
| 1 | Conveyor 10" X 25' 5.0Hp | Convey-All, TC-1025-Custom | 19-1000-0020 |
| 1 | Conveyor 10" X 85' 20Hp | Convey-All, TC-1085-Custom | 19-1000-0042 |
| 1 | Chain Drag Conveyor 60' | HIS - 14EF | 902096 |
| 1 | Easy Dump Elevator Legs 78' | LMC-3560 - 78DH | 13087 |
| 1 | Conveyor | Convey-All SP | 1806131044 |
| 1 | Seagate Model 650-55 Bucket Elevator | Bucket Elevator | None |
| 1 | Seagate Model 650-45 Bucket Elevator | Bucket Elevator | None |
| 1 | Vistasort Ccd4-252 | Color sorter | C201306041 |
| 1 | Vistasort Ccd5-315 | Color sorter | C201404078 |
| 1 | Chamco/Solair | Air-Dryer | 398573360001 |
| 1 | Chamco/Solair | Compressor/50 hp | 201406240044 |
| Units | Miscellaneous | Make/Model | Serial Number |
| 1 | Bag Sealer | Stone Corp 92H | 9392H003 |
| 1 | 20' Bag Conveyor | | |

| | | | |
|-------|---|-----------------|--|
| 1 | Bagging Scale | Howe Richardson | |
| Units | Misc. Office Equipment | | |
| 3 | Office Desks | | |
| 1 | Filing Cabinet | | |
| 1 | 3 Drawer Filing Cabinet | | |
| 1 | 2 Drawer Filing Cabinet | | |
| 5 | Office Chairs | | |
| 2 | Canon Cp1200D Printing Calculators | | |
| 1 | Brother Printer/Scanner/Fax Mfc-8890 (Grading Room) | | |
| 1 | Fridge | | |
| 1 | Labeler | | |
| 2 | Battery Back Up | | |
| 1 | Microwave | | |
| 1 | Water Dispenser | | |
| 1 | Asus Computer And Monitor | | |
| 1 | Acer Laptop Asus Monitor | | |
| 1 | Samsung Laptop And Asus Monitor | | |
| 1 | Acer Laptop And Asus Monitor | | |
| 1 | Brother Mfc L5800Dw Printer/Scanner | | |
| 1 | Canon Mp495 Printer | | |
| 1 | Smart Remote Truck Scale | | |
| 1 | Ej 1500 G Scale | | |
| 1 | Labtronics Moisture Tester | | |
| 32 | Grading Sieves | | |
| 1 | Black & Decker Coffee Maker | | |

Schedule "C" – Encumbrances To Be Discharged

Pambrun Lands:

| Surface Parcel #143311351 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Interest |
| 176093433 | August 25, 2015 | Mortgage Value: \$5,500,000.00 Holder: Farm Credit Canada |
| 180367218 | October 24, 2017 | Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd. |
| 184163496 | January 31, 2019 | Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company |
| 190849720 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039474 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

Ponteix Lands:

| Surface Parcel #145779261 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 180367230 | October 24, 2017 | Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd. |
| 184163520 | January 31, 2019 | Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company |
| 190849809 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039430 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

| Surface Parcel #145779306 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 180367252 | October 24, 2017 | Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd. |
| 184163508 | January 31, 2019 | Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company |
| 190849742 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039452 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

| Surface Parcel #145779283 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 180367229 | October 24, 2017 | Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd. |
| 184163519 | January 31, 2019 | Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company |
| 190849731 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039441 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

| Surface Parcel #145779328 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 180367207 | October 24, 2017 | Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd. |
| 184163531 | January 31, 2019 | Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company |
| 190849786 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039463 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

Vanguard Lands:

| Surface Parcel #145841902 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 190849775 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039542 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

| Surface Parcel #145841913 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 190849797 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039553 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

| Surface Parcel #145841924 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 190849764 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| Interest #: 191039564 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

| Surface Parcel #145841935 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 190849753 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |

| | | |
|-----------|---------------|--|
| 191039575 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |
|-----------|---------------|--|

| Surface Parcel #146379853 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 172180065 | August 25, 2015 | Mortgage Value: \$5,500,000.00 Holder: Farm Credit Canada |
| 180367241 | October 24, 2017 | Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd. |
| 184163485 | January 31, 2019 | Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company |
| 190849810 | May 25, 2021 | Court Order (Receivership Order) Holder: BDO Canada Limited |
| 191039586 | June 14, 2021 | Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial |

Schedule "D" – Permitted Encumbrances

Pambrun Lands:

| Surface Parcel #143311351 | | |
|----------------------------------|--------------------------|---|
| Interest Number | Registration Date | Instrument |
| 176093387 | May 27, 1941 | CNV Certificate of Chief Engineer SW 9 Holder: Saskatchewan Water Corporation |
| 176093398 | August 30, 1982 | CNV Caveat As to NW 4 except ptn on Irr. Plan 61SC10926 Holder: The Pambrun Conservation and Development Area Authority |
| 176093400 | September 15, 2003 | Easement Non-Mutual Holder: The Current Dominant Tenement |
| 176093411 | October 31, 2014 | Easement Mutual (Dominant) Holder: The Current Dominant Tenement |
| 176093422 | October 31, 2014 | Easement Mutual (Dominant) Holder: The Current Dominant Tenement |

Ponteix Lands:

| Surface Parcel #145779261 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 174676786 | October 11, 1977 | CNV Easement NE'ly 1.0 foot Holder: Canadian Pacific Limited |
| 174676797 | August 1, 1978 | CNV Easement Lot K – NW'ly 20 feet Holder: Town of Ponteix |
| 174676809 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #145779306 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 174676832 | October 11, 1977 | CNV Easement NE'ly 1.0 foot Holder: Canadian Pacific Limited |
| 174676843 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #145779283 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 174676810 | October 11, 1977 | CNV Easement NE'ly 1.0 foot Holder: Canadian Pacific Limited |
| 174676821 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #145779328 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 174676854 | October 11, 1977 | CNV Easement NE'ly 1.0 foot Holder: Canadian Pacific Limited |
| 174676865 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

Vanguard Lands:

| Surface Parcel #145841902 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 166586158 | August 12, 1977 | CNV Easement As to: NE'y 1.2' throughout of Lots E, F, G, H Holder: Canadian Pacific Limited |
| 166586169 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #145841913 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 166586248 | August 12, 1977 | CNV Easement As to: NE'y 1.2' throughout of Lots E, F, G, H Holder: Canadian Pacific Limited |
| 166586259 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #145841924 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 166586338 | August 12, 1977 | CNV Easement As to: NE'y 1.2' throughout of Lots E, F, G, H Holder: Canadian Pacific Limited |
| 166586349 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #145841935 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 166587799 | August 12, 1977 | CNV Easement As to: NE'y 1.2' throughout of Lots E, F, G, H Holder: Canadian Pacific Limited |
| 166587801 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |

| Surface Parcel #146379853 | | |
|----------------------------------|--------------------------|--|
| Interest Number | Registration Date | Instrument |
| 166587935 | August 12, 1977 | CNV Easement NE'ly 1.2 feet formerly Lot J, Plan 75SC02514 Holder: Canadian Pacific Limited |
| 166587946 | September 26, 2000 | CNV Caveat Holder: Canadian Pacific Railway Company |