

COURT FILE NUMBER 2101 05682
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ATB FINANCIAL
RESPONDENTS WA GRAIN HOLDINGS INC., 1309497 ALBERTA LTD.
(o/a W.A. GRAIN & PULSE SOLUTIONS), NEW LEAF
ESSENTIALS (WEST) LTD., NEW LEAF ESSENTIALS
(EAST) LTD., 1887612 ALBERTA LTD.

DOCUMENT **SECOND REPORT OF BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER OF WA GRAIN
HOLDINGS INC., 1309497 ALBERTA LTD. (o/a W.A.
GRAIN & PULSE SOLUTIONS), NEW LEAF
ESSENTIALS (WEST) LTD., 1887612 ALBERTA LTD.
and CERTAIN ASSETS OF NEW LEAF ESSENTIALS
(EAST) LTD.**

September 10, 2021

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
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DOCUMENT

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**SECOND REPORT OF THE RECEIVER
BDO CANADA LIMITED
September 10, 2021**

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INTRODUCTION

1. On April 26, 2021 (the “**Receivership Date**”), ATB Financial (“**ATB**”) made an application to the Court of Queen’s Bench of Alberta (the “**Court**”) and pursuant to an Order of the Honourable Justice Mah (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”) of W. A. Grain Holdings Inc., (“**WA Holdings**”) 1887612 Alberta Ltd. (“**1887612**”) 1309497 Alberta Ltd. o/a W. A. Grain & Pulse Solutions Inc., (“**1309497**”), New Leaf Essentials (West) Ltd. (“**NLEW**”) and certain assets of New Leaf Essentials (East) Ltd. (“**NLEE**”) (collectively “**WA Grain**” or the “**Company**”).

2. This Second Report of the Receiver (the “**Second Report**”), all other Court materials and Orders issued and filed in this receivership proceeding (the “**Proceeding**”) are available on the Receiver’s case website (the “**Receiver’s Website**”) at: <https://www.bdo.ca/en-ca/extranets/wagrainholdings/> and will remain available on the Receiver’s Website for a period of six months following the Receiver’s discharge.

PURPOSE

3. The purpose of this Second Report is to provide this Honourable Court with information in respect of the Receiver’s application seeking:
 - a) approval of the sale of the Bowden Plant (defined herein) to Global Food and Ingredients Inc. (“**GFI**”);
 - b) approval of the sale of the Bashaw Plant (defined herein) to 2371394 Alberta Ltd. (“**2371394**”);
 - c) approval of the sale of the Saskatchewan Plants, (defined herein) to GP Acres Grain Inc. (“**GP Acres**”);
 - d) setting out the Receiver’s methodology for the proposed distribution of proceeds obtained from a sale of the Company’s inventory, which is to be addressed at a subsequent application;

- e) sealing on the Court record the Confidential Appendices to this Second Report;
- f) approval of the further interim fees and disbursements of the Receiver and its legal counsel, MLT Aikins LLP (“**MLT**”), and authorizing the Receiver to pay all approved unpaid fees and disbursements; and
- g) approval of the actions and activities of the Receiver described herein.

TERMS OF REFERENCE AND DISCLAIMER

4. In preparing this Second Report, the Receiver has relied upon unaudited financial information, discussion with former management of the Company, discussions with former employees and contract staff, available books and records of the Company, and information provided by the Receiver’s legal counsel (collectively referred to as the “**Information**”). The Receiver has not performed an audit, review or otherwise attempted to verify the accuracy or completeness of the Information.

BACKGROUND

5. WA Grain purchased grain from producers or resellers for its processing plants located in Alberta, Saskatchewan and Prince Edward Island and sold the product, after cleaning and processing it, domestically and internationally. Customers are located throughout Canada and world-wide including, the United States, the Middle East and Asia. Products that are sold by the Company include, but are not limited to, green and yellow peas, chickpeas and lentils for human consumption and pet food (the “**Inventory**”).

WA Grain owns and operates six grain processing plants located in Vanguard, Saskatchewan (the “**Vanguard Plant**”), Ponteix, Saskatchewan (the “**Ponteix Plant**”), Pambrun, Saskatchewan (the “**Pambrun Plant**”), (collectively the Vanguard Plant, Ponteix Plant and Pambrun Plant are referred to as the “**Saskatchewan Plants**”), Bashaw, Alberta (the “**Bashaw Plant**”), Bowden, Alberta (the “**Bowden Plant**”) and Slemon, Prince Edward Island (the “**PEI Plant**”) (collectively with the Saskatchewan Plants, the Bashaw Plant and the Bowden Plant, the “**Processing Plants**”). The

Processing Plants, exclude the PEI Plant which is subject to a separate receivership proceeding.

6. The Processing Plants are regulated by the Canada Grain Commission (the “**CGC**”). 1309497 held Primary Elevator Licenses at the Processing Plants and a Grain Dealer License (collectively the “**Grain Licenses**”).
7. On April 19, 2021, a week prior to the Receivership Date, the CGC suspended all the Grain Licenses (“**License Suspension**”). The License Suspension restricted any movement of grain onto or from the Processing Plants and their respective grain elevators such that the Company had effectively ceased active operations prior to the Receivership Date. The Grain Licenses were suspended until April 30, 2021 at which time the CGC would make a determination to either cancel, amend, or reissue the Grain Licenses following its grain audit and unsettled Primary Elevator Receipts (“**PER(s)**”) and grain receipts issued to any producers.
8. On May 1, 2021, the Receiver on behalf of 1309497 received conditional Grain Licenses (“**Conditional Licenses**”) from the CGC. The Conditional Licenses allowed the Receiver to remove grain from the Processing Plants but not accept grain or incur producer liabilities at the Processing Plants regulated by the CGC. The Conditional Licenses were renewed monthly through August 31, 2021.
9. On May 31, 2021, the Receiver prepared a report (the “**First Report**”) in advance of its application seeking, *inter alia*:
 - a) approval of the Inventory Sale Agreement (“**ISA**”) between Bridge Agri Partners Inc. (“**Bridge-Agri**”) and the Receiver for Inventory located at the Processing Plants (“**Processing Plants Inventory**”);
 - b) approval of the Sales Solicitation Process (“**SSP**”) proposed by the Receiver;
 - c) approval of the initial interim billings (the “**Initial Interim Accounts**”) of the Receiver and its legal counsel MLT; and
 - d) the sealing of the Confidential Appendices included as part of the First Report.

10. On June 10, 2021, the Honourable Justice M.J. Lema granted the following Orders:

- an order approving the ISA;
- an order approving the SSP and the Initial Interim Accounts; and
- an order sealing the Confidential Appendices to the First Report.

SALES SOLICITATION PROCESS

11. The SSP milestone dates were fully described in the Receiver’s First Report and are summarized below:

Event	Date
Non-binding LOI deadline	July 9, 2021
Selection of Phase 2 Qualified Bidders	July 16, 2021
Qualified Bidder offer deadline	August 6, 2021

12. The Receiver implemented the SSP to invite offers to purchase, individually or together the Saskatchewan Plants, the Bowden Plant and the Bashaw Plant. During the course of administering the SSP, the Receiver:

- a) compiled a list of prospective purchasers (domestic and international entities) identified as potentially having an interest in acquiring the Processing Plants. The Receiver initially contacted 165 prospective purchasers;
- b) prepared and distributed an initial offering summary (the “**Teaser**”) to each of the prospective purchasers. The Teaser was also posted on the Receiver’s Website. The Receiver also followed up with the prospective purchasers by email and/or telephone;
- c) prepared an advertisement notifying the public of the SSP and arranged for its posting in the national edition of *The Globe and Mail* on June 15, 2021;
- d) prepared a non-disclosure agreement (“**NDA**”), and distributed a copy of the NDA to each prospective purchaser that requested additional information

regarding the Processing Plants. In total, the Receiver received 57 executed NDAs from prospective purchasers who wished to participate in the sale process;

- e) prepared and distributed a confidential information memorandum (“**CIM**”) to all parties who had executed NDAs;
- f) prepared an electronic data room (the “**Data Room**”) and assisted in organizing, compiling and reviewing the information to be included in the Data Room in order to facilitate the due diligence attributed to the SSP. The Data Room contained, among other things: (i) the Teaser and CIM, (ii) financial information related to Processing Plants, and (iii) plant specific documentation such as lease documentation, appraisals and environmental site assessments, and (v) a Template Agreement of Purchase and Sale (“**Template APA**”);
- g) coordinated and assisted prospective purchasers with due diligence requests;
- h) participated in calls and discussions with stakeholders and answered inquiries from prospective purchasers with respect to the SSP and the Processing Plants;
- i) solicited and assessed letters of intent (“**LOI**”);
- j) determined which prospective purchasers would be invited to continue through the process and be deemed Phase 2 Bidders (“**Phase 2 Bidder(s)**”). In evaluating LOI’s the Receiver considered several factors including, without limitation:
 - i. proposed purchase price;
 - ii. conditions associated with such bid (if any);
 - iii. other factors affecting the speed, financial ability and certainty of closing the transaction; and
 - iv. the likelihood and timing of consummating such transactions.
- k) coordinated site visits to the Processing Plants for Phase 2 Bidders that requested visits;

- l) assisted Phase 2 Bidders in completing their due diligence, including coordinating meetings, discussions and other communications between Phase 2 Bidders and relevant stakeholders, all with a view of submitting a Template APA on or before the Binding APA Deadline (defined below); and
- m) reviewed and assessed binding Asset Purchase Agreements (“APA”) received by the deadline of August 6, 2021 (“**Binding APA Deadline**”).

BOWDEN PLANT BINDING APA RECEIVED

13. At the date of the Binding APA Deadline, GFI submitted an APA for the Bowden Plant (the “**GFI APA**”). A copy of the unredacted GFI APA is attached as **Confidential Appendix “1”**.
14. The Receiver agreed to accept the GFI APA (subject to Court approval) for the Bowden Plant (the “**Bowden Plant Sale Transaction**”) having considered the following:
 - a) GFI’s offer was the highest received for the Bowden Plant;
 - b) the GFI APA was conditional only upon: (i) GFI entering into a satisfactory leasing agreement with the Town of Bowden; and (ii) Court approval;
 - c) Prior to the Receiver’s accepting the GFI APA, both GFI and the Town of Bowden confirmed they had agreed to GFI purchasing the land from the Town of Bowden and were working towards an agreement of purchase and sale which would be executed upon closing of the Bowden Plant Sale Transaction;
 - d) A significant deposit was paid by GFI to the Receiver; and
 - e) ATB, as the principal secured creditor in respect of the Bowden Plant, supports the Receiver’s recommendation to enter into the GFI APA and conclude a sale of the Bowden Plant, subject to approval of this Court.
15. The Receiver has prepared a summary of the APA’s received for the Bowden Plant, a copy of which is appended to this Second Report as **Confidential Appendix “2”**.

16. On August 12, 2021, the Receiver notified GFI that it had accepted its offer for the Bowden Plant, subject to Court approval.

BASHAW PLANT BINDING APA RECEIVED

17. As it became apparent that the Bowden Plant and the Bashaw Plant would be sold separately, the Receiver sought an allocation of the price attributed to the Bashaw Plant from those parties submitting offers which included the Bashaw Plant.
18. A party previously identified as a Phase 2 Bidder with interest in only the Bashaw Plant had not issued an APA by the Binding APA Deadline. The Receiver reached out to this party to disclose that the Bashaw Plant would be sold separately and advised that if they were interested, they should provide an APA with purchase price and a deposit.
19. The APA for the Bashaw Plant from 2371394 (the “**2371394 APA**”) was received along with its deposit shortly thereafter. A copy of the unredacted 2371394 APA is attached as **Confidential Appendix “3”**.
20. The Receiver accepted the 2371394 APA (subject to Court approval) for the Bashaw Plant (“**Bashaw Plant Sale Transaction**”) having considered the following:
 - a) 2371394’s offer was the highest and best offer received for the Bashaw Plant;
 - b) The 2371394 APA for the Bashaw Plant was conditional only upon Court approval;
 - c) A significant deposit was paid to the Receiver; and
 - d) ATB, as the principal secured creditor in respect of the Bashaw Plant, supports the Receiver’s recommendation to enter into the 2371394 APA and conclude the Bashaw Plant Sale Transaction, subject to approval of this Court.
21. A summary of the Binding APA’s received for the Bashaw Plant, is appended to the Confidential Supplemental Report to this Second Report as **Confidential Appendix “4”**.

22. On August 23, 2021, the Receiver notified 2371394 that it had accepted its offer, subject to Court approval.

SASKATCHEWAN PLANTS BINDING APA RECEIVED

23. At the date of the Binding APA Deadline, GP Acres submitted an APA for the Saskatchewan Plants with an allocation of price for each of the Pambrun Plant, the Ponteix Plant and the Vanguard Plant (“**GP Acres APA**”). A copy of the unredacted GP Acres APA is attached as **Confidential Appendix “5”**.
24. The Receiver agreed to accept the GP Acres APA (subject to Court approval) for the Saskatchewan Plants (“**Saskatchewan Plants Sale Transaction**”) having considered the following:
- a) GP Acres’ offer was the highest and best received for the Saskatchewan Plants collectively or independently;
 - b) The GP Acres APA did not require the results or completion of the Phase II environmental assessment that was pending;
 - c) The GP Acres APA for the Saskatchewan Plants was conditional only upon Court approval;
 - d) A significant deposit was paid to the Receiver; and
 - e) The primary secured creditors, Farm Credit Canada (“**FCC**”) (re: Pambrun Plant and Vanguard Plant) and ATB support the Receiver’s recommendation to enter into the GP Acres APA and conclude the Saskatchewan Plants Sale Transaction, subject to approval of this Court.
25. A summary of the Binding APA’s received for each of the Saskatchewan Plants broken down by each of the Pambrun Plant, Ponteix Plant and Vanguard Plant is appended to the Confidential Supplemental Report to this Second Report as **Confidential Appendix “6”**.
26. On August 23, 2021, the Receiver notified GP Acres that it had accepted its offer for the Saskatchewan Plants, subject to Court approval.

PROPOSED TRANSACTIONS

27. GFI will acquire, on an “as is, where is” basis the Bowden Plant as set out in section 7.4 of the GFI APA.
28. GP Acres will acquire on an “as is, where is” basis the Bashaw Plant as set out in section 7.4 of the 2371394 APA.
29. GP Acres will acquire on an “as is, where is” basis the Saskatchewan Plants as set out in section 7.4 of the GP Acres APA.
30. The Bowden Plant Sale Transaction, the Bashaw Plant Sale Transaction, and the Saskatchewan Plants Sale Transaction (collectively the “**Plant Sale Transactions**”) include the following:
 - a) All Tangible Personal Property;
 - b) The benefit of all of the assigned contracts, if any;
 - c) The benefit of the lease, if applicable, or transfer of real property; and
 - d) Books and records, where available.
31. Closing of each of the Plant Sale Transactions shall occur following the Court approvals are obtained and no later than September 30, 2021 (the “**Closing Dates**”) and the balance of the purchase price shall be paid on the Closing Dates.
32. Redacted copies of the GFI APA, the 2371394 APA and the GP Acres APA are attached hereto as **Appendices “A”, “B” and “C”** respectively.

RECEIVER’S RECOMMENDATION

33. The Receiver believes the Plant Sale Transactions are fair and reasonable in the circumstances and recommends that the Court approve the Plant Sale Transactions for the following reasons:

- a) The Processing Plants were widely marketed as part of a Court-approved SSP;
- b) The offers from GFI, 2371394 and GP Acres are unconditional except for obtaining Court approval. The GFI condition on the obtaining a lease with the Town of Bowden has been satisfied with their interest by way of an agreement to purchase the land from the Town of Bowden;
- c) GFI, 2371394 and GP Acres are arms-length parties;
- d) GFI's offer for the Bowden Plant was higher than any other offer received and the Receiver is of the view that it will result in the highest return to stakeholders;
- e) 2371394's offer for the Bashaw Plant was higher than any other offer for the Bashaw Plant and the Receiver is of the view that it will result in the highest return to stakeholders;
- f) GP Acres's offer for the Saskatchewan Plants was the highest collective offer for all three plants and the Receiver is of the view that it will result in the highest return to stakeholders;
- g) GFI, 2371394 and GP Acres have all provided significant deposits;
- h) the Bowden Plant Sale Transaction and the Bashaw Plant Sale Transaction are supported by ATB; and
- i) the Saskatchewan Plants Sale Transaction is supported by FCC and ATB.

SEALING ORDER

- 34. The Receiver is seeking a sealing order until further order of the Court in respect of the Confidential Appendices to this Second Report as they contain commercially sensitive information, the release of which prior to the completion of the Plant Sale Transactions would be prejudicial to the stakeholders of the Company in the event that the contemplated transactions do not close.
- 35. The Receiver recommends the Confidential Appendices on the Court file be sealed until the earlier of:

- a) an Order of this Court directs that the Confidential Supplement be filed in this Action; or
- b) closing of all of the Plant Sale Transactions and the filing of the Receiver's Certificate associated with the last of the Plant Sale Transactions.

PROCEEDS OF SALE OF PROCESSING PLANTS INVENTORY AND PRIORITY GRAIN CLAIMS

36. As previously noted, on June 10, 2021, the Court approved the ISA between the Receiver and Bridge-Agri. Pursuant to the ISA, Bridge-Agri was to weigh and remove the Inventory from the Processing Plants; however, it did not intend to grade the Inventory it was removing and purchasing.
37. In order to be able to address any potential priority issues relating to the sale of the grain under the ISA, the Receiver engaged a third party grading company, approved by the CGC, to attend at the elevators and grade the Inventory as it was removed by Bridge-Agri. On June 9, 2021, the Receiver entered into an inventory audit Service Agreement with Cotecna Canada Inc. ("**Cotecna**").
38. Cotecna provided weekly reports noting the type of commodity removed including weight, grade and applicable dockage, for each prior week ("**Grade Audits**"). These Grade Audits were then used to reconcile with the weight and commodity type removed by Bridge-Agri pursuant to the ISA.
39. By August 11, 2021, all of the Processing Plants Inventory had been removed, the complete Grain Audits had been received by Cotecna and Bridge-Agri has fully paid for the Inventory. The Receiver maintains the Processing Plants Inventory sales proceeds in its trust account.

Primary Elevator Receipts

40. 1309497 was required to provide security in respect of its obligations to producers of grains, as a condition of the Grain Licenses. The security took the form of an insurance policy issued to 1309497. The Receiver understands this coverage was for a maximum amount of \$4 million and was arranged through Intact Insurance (“**Intact**”).
41. The Receiver understands that typically upon default, the CGC on behalf of producers, administers the producer claims, files a claim with the insurer and distributes the funds to the unpaid producers once received from the insurer. We understand that to date, the CGC has not filed a claim with Intact, nor has a formal claim being filed with the Receiver in respect of the Proceeding.
42. At the time of the License Suspension, the Company reported that \$5.55 million in PERs remained outstanding to producers.
43. The CGC provided the Receiver with a copy of its audit of the PERs held by producers who delivered grain to the Processing Plants prior to the License Suspension. The CGC audit identified PERs totalling approximately \$5.87 million. The Receiver has not been provided with the actual PERs filed with the CGC in order verify them.
44. As discussed herein, the CGC granted the Receiver Conditional Licenses to allow for the sale of the grain on hand as at the Receivership Date; however, the Receiver was not permitted to receive grain from producers, purchase grain from producers or otherwise incur liabilities from grain producers.
45. Section 2 of the Canada Grain Act (“**CGA**”) defines a primary elevator as:

“primary elevator means an elevator the principal use of which is the receiving of grain directly from producers for storage or forwarding or both”.

46. Pursuant to Section 61(1) of the CGA when a producer delivers grain to a primary elevator the producer will receive either a cash purchase ticket, identifying payment, or a PER which is defined as:

A document in prescribed form issued in respect of grain delivered to an elevator acknowledging receipt of the grain and, subject to any conditions contained therein or in this Act, entitling the holder of the document

(a) to the delivery of grain of the same kind, grade and quantity as the grain referred to in the document, or

(b) in the case of a document issued for specially binned grain, to delivery of the identical grain;

47. The Receiver understands that a producer holding a PER has a proprietary interest in the grain delivered to a primary elevator until such time as: (i) the producer surrenders the PER and the Company issues payment, or (ii) the return of grain of the same kind, grade and quantity (“**Like Grain**”) as referred to in the PER.
48. The Receiver was not in a position to return grain to producers holding a PER, given that it could not verify the quantities and grades of grain being held at the Processing Plants at the Receivership Date without moving and weighing each commodity at each of the five Processing Plants. Additionally, the CGC did not weigh or grade the inventory on site at the time of the License Suspension.
49. The Receiver notes that if it had not sold the grain and had instead requested the producers holding a PER to attend at each elevator to collect their Like Grain, each producer holding a PER would have only been eligible to collect the Like Grain in the same quantity and the same grade that they had delivered when receiving the PER.
50. Using the data received from the Grain Audit, and the information from the CGC’s PER audit, the Receiver has identified \$1,512,364 in Like Grain. A summary of the results of the analysis of Like Grain by commodity is attached as **Appendix “D”**.

BIA 81.2 Claims

51. Pursuant to Section 81.2 (1) of the *Bankruptcy and Insolvency Act* (“**BIA 81.2**”), where a farmer has sold and delivered product of agriculture to another person for use in relation to the purchaser’s business and where the products were delivered to the purchaser within the fifteen day period preceding, the first day of the receivership the claim of the farmer for unpaid amounts in respect of the products is secured by security on all the inventory of or held by the purchaser as of the day of the receivership and the security ranks above every other claim, right, charge or security against that inventory.
52. The Receiver established that the BIA 81.2 fifteen-day period began on April 12, 2021 (“**BIA 81.2 period**”). The Receiver received 35 BIA 81.2 claims totalling \$1,383,514. Of these claims, 26 claims totalling \$1,185,196 related to PERs and the remaining 9 claims totalling \$198,318 relate to grain receipts issued under the Grain Dealer License.
53. As noted, the grain receipts were issued under 1309497’s Grain Dealer License. A grain receipt is defined in the CGA as:
- “a document in prescribed form issued in respect of grain delivered to a process elevator or grain dealer acknowledging receipt of the grain and entitling the holder of the document to payment by the operator of the elevator or the grain dealer for the grain.”*
54. As described in paragraph 47, the Receiver understands that a producer holding a PER has a proprietary interest in the grain it delivered whereas BIA 81.2 describes the qualifying product as “sold and delivered”. If the producer maintains ownership in the unpaid grain, it could not have sold the grain to the Company and thereby does not appear to be eligible to advance a claim pursuant to BIA 81.2.

Receiver’s Preliminary Analysis on Inventory Proceeds

55. The Receiver has completed its analysis of the priority grain claims and determined the two types of priority claims against the Inventory are claims with PERs and BIA 81.2 claims.

56. In summary, the Receiver's position in respect of the potential claims against the proceeds from the Inventory sold by the Receiver is, as follows:
- a) PERs should take priority over the BIA 81.2 claims as the claimants maintain a proprietary interest in the proceeds of Like Grain sold under the ISA.
 - b) BIA 81.2 claims filed with a PER do not appear to comply with the provisions of BIA 81.2 on the basis that the issuance of a PER indicates that the grain was not sold as required under BIA 81.2.
 - c) Valid PERs should be paid out of the proceeds for Like Grain as identified on the individual PER and as graded by Cotecna and weighed by Bridge-Agri and Cotecna. This would include commodity type, grade and weight, if available and paid on a pro rata basis where full weight is not available.
 - d) Subsequent to payment from grain proceeds for Like Grain, valid and accepted BIA 81.2 claims supported by grain receipts should be paid from proceeds of grain inventory regardless of where it was located.
57. Notwithstanding that the PERs claims have not been formally provided to the Receiver by the CGC, the Receiver is, for the purposes of proposing a distribution, utilizing the information provided by the CGC in respect of the PERs collected to date from the respective farmers. The Receiver, depending on the status of each of the PERs and the status of any claim that may or may not have been made with Intact, may still potentially have to review each of the PERs to confirm quantum and validity.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

58. Attached as **Appendix "E"** is a copy of the Receiver's consolidated Statement of Receipts and Disbursements as at August 26, 2021 (the "**R&D**") indicating the Receiver maintains \$8,634,576 in its trust accounts. The Receiver does not propose to make any distributions at this time and anticipates seeking the Court's approval to do so at a future application.

FEES AND DISBURSEMENTS

59. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its counsel 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 are entitled to the benefits of and were granted a charge, (the “**Receiver’s Charge**”) for their professional fees and disbursements. This includes professional fees, incurred at the normal rates and charges of the Receiver and such counsel both before and after the making of the Receivership Order in respect of these proceedings as they constitute part of the Receiver’s Charge.
60. The Receiver has rendered two invoices for the three month period May 26, 2021 to August 26, 2021 totaling \$138,637.91 (including disbursements of \$115.49 and GST of \$6,601.82), copies of which will be provided to the Court prior to the upcoming Court application.
61. As set out in the First Report the Receiver utilized BDO’s Transaction Advisory Services group as the sales agent (“**Sales Agent**”) to administer the SSP. The Sales Agent has issued three invoices through to August 15, 2021 totaling \$129,737.91 (including disbursements of \$1,480.98 and GST of \$6,107.48).
62. The detailed narratives contained in the invoices provide a fair and accurate description of the services provided and the amounts charged by the Receiver. Included with each invoice is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.
63. MLT, has rendered three accounts for the period of May 27, 2021 to August 31, 2021 totalling \$54,176.23 (including disbursements of \$3,443.75 and GST of \$2,573.16). The three MLT invoices will be provided to the Court upon request.
64. The Receiver respectfully submits that its fees and disbursements, including those of the Receiver, the Sales Agent, and those of MLT are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.
65. The Receiver’s legal counsel is in the process of finalizing the independent security opinions. Presently, it appears that ATB and FCC hold first charges on different

assets. At this time, it would be the Receiver's intention to eventually allocate costs associated with the Proceeding as follows:

- a) Expenses that can be identified as relating to specific assets will be allocated against the recoveries of those specific assets; and
- b) Expenses that are of a general overall nature, will be allocated on a pro rata basis to assets/secured creditors based on the gross recoveries associated with the assets.

66. Ultimately, an allocation method would be reviewed for reasonableness in the circumstances and presented to the affected parties prior to formally being presented to the Court for approval.

RECOMMENDATIONS

67. For the reasons set out in this First Report, the Receiver recommends to this Honourable Court the following:

- a) approving the APA between GFI and the Receiver executed on August 31, 2021 (Confidential Appendix 1) and vesting title in the purchased assets to GFI free and clear of encumbrances;
- b) approving the APA between 2371394 and the Receiver executed on August 31, 2021 (Confidential Appendix 3) and vesting title in the purchased assets to 2371394 free and clear of encumbrances;
- c) approving the APA between GP Acres and the Receiver dated September 3, 2021 (Confidential Appendix 5) and vesting title in the purchased assets to GP Acres free and clear of encumbrances;
- d) sealing the Confidential Appendices to this Second Report on the Court as set out in paragraph 35;
- e) approving the R&D to August 26, 2021;

- f) approving the fees and disbursements of the Receiver, including those of the Sales Agent and MLT, as outlined herein and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- g) approving the actions and activities of the Receiver described herein;

All of which is respectfully submitted this 10th day of September, 2021.

BDO Canada Limited
in its capacity as Receiver and Manager of W.A. Grain Holdings Inc.
1887612 Alberta Ltd. 1309497 Alberta Ltd. New Leaf Essentials (West) Ltd.
and certain assets of New Leaf Essentials (East) Ltd.
and not in its personal or corporate capacity



Per:

Marc Kelly
Senior Vice President



Anna Koroneos
Vice President

APPENDIX “A”

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. by and not in its personal capacity and without personal or corporate liability

- and -

Global Food and Ingredients Inc. via GFI LP or its other designated nominee

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 5, 2021

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 5th day of August, 2021,

BETWEEN:

BDO CANADA LIMITED, solely in its capacity as Court-appointed receiver of the property, assets and undertakings of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. by and not in its personal capacity and without personal or corporate liability

(hereinafter referred to as the “**Vendor**”)

AND:

Global Food and Ingredients Inc., via GFI LP or it’s other designated nominee

(hereinafter referred to as the “**Purchaser**”)

RECITALS

- A. On April 26, 2021, the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order appointing BDO Canada Limited as the receiver (“**Receiver**”) of W.A. Grain Holdings Inc., 1887612 Alberta Ltd., 1309497 Alberta Ltd. (o/a W.A. Grain & Pulse Solutions) (“**1309497**”), and New Leaf Essentials (West) Ltd. (“**NLEW**”) (collectively “**Debtor**”) in Action No: 2101-05682 (the “**Receivership Proceedings**”).
- B. Pursuant to the Order (as defined below) of the Court dated June 9, 2021, the Court approved the sales solicitation process in the Receivership Proceedings and authorized the Receiver to market and sell the assets, undertakings and properties of the Debtor.
- C. The Vendor wishes to sell and the Purchaser wishes to purchase all of the right, title and interest of the Debtor in and to the Purchased Assets (as defined below), pursuant to the terms and conditions of this Agreement (as defined below).

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Purchaser hereby offers and agrees to purchase from the Vendor the Purchased Assets (as defined below), and, upon its acceptance hereof, the Vendor agrees to sell to the Purchaser the Purchased Assets (as defined below), on the terms and conditions as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

“**Agreement**” means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

“**Allocation of Purchase Price Agreement**” has the meaning ascribed thereto in Section 3.3 hereof.

“**Applicable Law**” or “**Applicable Laws**” means all applicable federal, provincial and municipal statutes, laws, regulations, orders, by-laws, standards, directions, policies, interpretations, rules, codes, orders, guidelines, permits or other requirements of any Governmental Authority, having jurisdiction and in force, and in each case, only to the extent that it has the force of law.

“**Approval and Vesting Order**” means an order of the Court substantially in the form attached hereto as Schedule “A”, made by the Court approving the Transaction and this Agreement and vesting in the Purchaser, upon delivery of the Receiver’s Certificate by the Vendor to the Purchaser, all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances, in form and substance satisfactory to the Parties.

“**Assumed Liabilities**” has the meaning ascribed thereto in Section 2.2.

“**Books and Records**” means all of the books and records relating to the Purchased Assets, including, without limitation, operating manuals, and all other documents, drawings, files, records, correspondence, and other data and information in the possession of the Debtor and related to the Purchased Assets, provided that if the Vendor is required to deliver any of the same books and records to multiple Persons pursuant to the Receivership Proceedings, then such books and records may be copies instead of originals.

“**Bowden Facilities**” means the buildings, improvements, structures, fixtures, and chattels of the Debtor affixed to the lands municipally described as 2369 W Railway Street, Bowden, Alberta, and legally described as set out in Schedule “B”, including but not limited to the Bowden Plant, the Pet Food Plant (each as defined in the First Report of the Receiver dated May 31, 2021), the grain elevator, storage bins and other processing facilities located thereon.

“**Business Day**” means any day except Saturday, Sunday or statutory holidays in the Province of Alberta.

“**Canadian Dollars**” means the lawful currency of Canada.

“**Closing**” means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement.

“**Closing Date**” means September 28, 2021.

“**Closing Time**” has the meaning given in Section 5.1.

“**Court**” has the meaning ascribed thereto in the recitals hereto.

“**Debtor**” has the meaning given in Recital A hereto.

“**Deposit**” has the meaning given in Section 3.1(b).

“**Effective Date**” has the meaning given in the preamble hereto.

“**Encumbrance**” means all claims, Liabilities, obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, restrictions, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

“**Environmental Law**” means any Applicable Law or binding agreement with any Governmental Authority: (a) relating to pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

“**Environmental Liabilities**” means all obligations and liabilities under Environmental Laws arising from or relating to the Purchased Assets or from the ownership or operations thereof, including from or relating to the transportation, storage, use, disposal, presence, release, spill, escape, emission, leak, discharge, migration or dispersal of any Hazardous Materials, or any non-compliance with or violation of any Permits and Licences issued under Environmental Law applicable or relating to the Purchased Assets, including obligations to take action to prevent or rectify damage to or otherwise protect the environment, including the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans).

“**ETA**” means the *Excise Tax Act*, RSC 1985, c E-15 and the regulations thereunder.

“**Final Order**” means, at the relevant time or date, an Order of the Court that has not been vacated, stayed, amended, reversed or modified, as to which no appeal or application for leave to appeal

therefrom has been filed, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of.

“**General Conveyance**” means a general conveyance of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets.

“**Governmental Authority**” means:

- (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, securities commission or professional association.

“**GST**” means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

“**Hazardous Materials**” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or animal life or harm or impair the health of any individual and includes any contaminant, waste or substance or material defined, prohibited, regulated or reportable pursuant to any Applicable Law relating to the environment, pollution or human health and safety, in each case, whether naturally occurring or manmade; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“**ICA**” means the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

“**Intellectual Property**” means customer lists, supplier lists, trademarks, distinguished guises, individual designs, drawings, copyrights, formulae, processes, trade secrets, inventions, patent rights, patent registrations, patent continuations or patents, whether domestic or foreign and whether registered or unregistered, and all applications for registrations in respect thereof.

“**ITA**” means the *Income Tax Act*, RSC, 1985, c 1 (5th Supp) and the regulations thereunder.

“**Legal Proceeding**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, hearing, complaint, audit, notice of violation, proceeding, litigation, citation, summons, Order, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before any Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

“**Liability**” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation) and “**Liabilities**” means the plural thereof.

“**Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Parties**” means the Vendor and the Purchaser and “**Party**” means any one of them.

“**Permits and Licences**” means any and all licences, permits, approvals, authorizations, certificates, directives, Orders, variances, registrations, rights, privileges, concessions, granted, conferred or otherwise created by any Governmental Authority and held by or on behalf of the Vendor or other evidence of authority related to the Purchased Assets issued to, granted to, conferred upon, or otherwise created for the Debtor which relate to the ownership, maintenance, operation of the Debtor’s business or the Purchased Assets.

“**Permitted Encumbrances**” means those Encumbrances set forth in Schedule “C” hereto.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority (including the government of a country or any political subdivision thereof), or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

“**Personal Information**” means information about an identifiable individual as defined in applicable Privacy Law.

“**Privacy Law**” means the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 and the *Personal Information Protection Act*, SA 2003, c P-6.5, if and to the extent applicable, and any other Applicable Law of any other Province or territory of Canada.

“**PST**” means all provincial sales tax imposed under *The Provincial Sales Tax Act*, RSS 1978, c P-34.1.

“**Purchased Assets**” means, collectively, the rights, assets, privileges, benefits and property of the Debtor at, owned, held, or used in connection with, the Bowden Facilities, whether tangible or

intangible, including the Books and Records, Tangible Personal Property, Trademarked and Branded Assets, and all Permits and Licences related thereto (as more particularly set out in the attached Schedule “B”), and, subject to section 6.1(d), the Bowden Lease.

“**Purchase Price**” has the meaning given in Section 3.1(a).

“**Purchaser’s Solicitors**” means McMillan LLP.

“**Receiver**” has the meaning given in Recital A hereto.

“**Receiver’s Certificate**” means the certificate attached to the Approval and Vesting Order substantially in the form attached as Schedule “A” and which is to be delivered by the Vendor to the Purchaser at the Closing Time in order to effect the transfer of the Purchased Assets to the Purchaser free and clear of all Encumbrance, other than the Permitted Encumbrances, in form and substance satisfactory to the Parties.

“**Receivership Proceedings**” has the meaning given in Recital A.

“**Representative**” when used with respect to a Person means each director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

“**Tangible Personal Property**” means, collectively, all furniture, fixtures, buildings, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property of the Debtor.

“**Tax Returns**” means all returns, reports, declarations, elections, notices, filings, information returns, statements and forms in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“**Taxes**” means all taxes, duties, charges, fees, premiums, assessments, levies, imposts, rates, withholdings, dues, government contributions and other charges of any kind whatsoever imposed by any Governmental Authority, whether direct or indirect, including all income, sales, use, GST, PST, value added, capital, capital gains, alternative, net worth, transfer, land transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges, including, Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties imposed by any Governmental Authority, whether disputed or not.

“**Trademarked and Branded Assets**” means all the trademarks, business names, logos or other branding of the Debtor and Intellectual Property associated therewith which form part of the Purchased Assets.

“**Transaction**” means the sale and purchase of the Purchased Assets and all matters and transactions ancillary thereto as contemplated by this Agreement.

“Transaction Personal Information” means any Personal Information: (a) in the possession, custody or control of the Vendor at the Closing Time, including Personal Information about employees, suppliers, customers, directors, officers or shareholders that is disclosed to the Purchaser or any Representative of the Purchaser prior to the Closing Time by the Receiver or its Representatives; or (b) collected by the Purchaser or any Representative of the Purchaser prior to the Closing Time from the Receiver or their Representatives, in either case in connection with the Transaction.

“Transfer Taxes” has the meaning given in Section 3.4(a).

“Vendor” has the meaning given in the preamble hereto.

“Vendor’s Solicitors” means MLT Aikins LLP.

1.2 Headings and Table of Contents.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 No Strict Construction.

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.5 Business Days.

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

1.6 Currency and Payment Obligations.

Except as otherwise expressly provided in this Agreement:

- (a) All dollar amounts referred to in this Agreement are stated in Canadian Dollars; and
- (b) any payment contemplated by this Agreement shall be made by cash, certified cheque, wire transfer or any other method that provides immediately available funds.

1.7 Calculation of Time.

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Calgary time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Calgary time) on the next succeeding Business Day.

1.8 Statute References.

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.9 Section and Schedule References.

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed as follows, are an integral part of this Agreement:

Schedule "A"	Form of Approval and Vesting Order
Schedule "B"	Purchased Assets
Schedule "C"	Permitted Encumbrances

ARTICLE 2 PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets.

At the Closing Time, subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Vendor shall sell and the Purchaser shall purchase all of the Debtor's right, title and interest in and to the Purchased Assets, which shall be free and clear of all Encumbrances other than Permitted Encumbrances, to the extent and as provided for in the Approval and Vesting Order.

2.2 Assumption of Assumed Liabilities

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the following:

- (a) Liabilities in respect of the Purchased Assets incurred or arising as a direct result of events occurring subsequent to Closing; and
- (b) Environmental Liabilities in respect of the Purchased Assets incurred or arising as before on or after the Closing Date and related to or in connection with the Purchased Assets,

(collectively, the “**Assumed Liabilities**”). Notwithstanding any other provision of this Agreement, the Purchaser shall not assume any Liabilities hereunder other than the Assumed Liabilities.

2.3 Delivery of Purchased Assets.

At Closing Time, the Purchaser will take possession of the Purchased Assets where situated.

2.4 Real Property Leases.

The Purchaser acknowledges and understands that the Debtor does not own the lands on which the Bowden Facilities are located and the lands on which the Bowden Facilities are located are subject to a lease agreement between New Leaf Essentials (West) Ltd. and the Town of Bowden (the “**Bowden Lease**”). As more particularly set out in Section 6.1(d), it shall be a condition of Closing in favour of the Purchaser that on Closing the purchaser be assigned the Bowden Lease or obtain a lease of the lands on which the Bowden Facilities are located.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price.

The Purchase Price will be satisfied by the Purchaser as follows:

- (a) The purchase price for the Purchased Assets is and shall be the sum of xxxxxxxxxxxxxxxx (the “**Purchase Price**”).
- (b) Contemporaneously with the execution and delivery of this Agreement by the Purchaser, the Purchaser has paid a deposit payable to the Vendor in the amount of xxxxxxxxxxxxxxxx(the “**Deposit**”). The Deposit shall be held, pending Closing, by the Vendor in a non-interest-bearing account with a Canadian chartered bank.

3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Time by payment to the Receiver by way of bank draft or certified cheque drawn on a Canadian chartered bank made payable to the Receiver or by wire transfer to an account designated by the Receiver as follows:

- (a) payment of the Purchase Price less the amount of the Deposit; and
- (b) subject to Section 3.4(a), payment of the Transfer Taxes, if any, to the Receiver in trust.

3.3 Allocation of Purchase Price.

The Purchase Price shall be allocated among the Purchased Assets in the manner agreed to by the Purchaser and Vendor prior to Closing (acting reasonably). The Parties further agree (i) to execute and file all Tax Returns and prepare all financial statements, returns and other instruments on the

basis of such allocations, provided that each Party shall be responsible for filing their own Tax Returns and paying all taxes due thereunder of any kind whatsoever.

3.4 Taxes

- (a) The Purchaser shall be liable for and shall pay all federal and provincial sales taxes (including GST and PST) and all other similar taxes or other like charges, including land transfer fees, properly payable by the Purchaser in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser (“**Transfer Taxes**”), but specifically excluding any and all taxes based on the income, capital or corporation taxes payable by the Vendor. Without limiting the generality of the foregoing, to the extent that the Purchaser is registered to collect and remit PST in accordance with *The Provincial Sales Tax Act*, RSS 1978, c P-34.1 then the Purchaser shall self-assess and remit PST to the applicable Governmental Authority as required by Applicable Law.
- (b) If available, the Purchaser and the Vendor shall jointly elect under subsection 167(1) of the ETA that no GST be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election in compliance with the requirements of the ETA with the applicable tax authorities within the time and in the manner required by the relevant Applicable Law.
- (c) If available, the Purchaser and the Vendor shall, if applicable, and at the sole election of the Vendor, jointly execute and file an election under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed form and within the time period permitted under the ITA and under any other applicable provincial or territorial statute, as to such amount paid by the Vendor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendor acknowledge that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement, having a value equal to the amount elected under Section 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by the Vendor as payment for the assumption of such future obligations by the Purchaser.
- (d) If any payment made by any of the Vendor or the Purchaser as a result of a breach, modification or termination of this Agreement, or of any other agreement or document delivered pursuant to this Agreement, is deemed by the ETA to include GST, or is deemed by any other applicable legislation to include a similar value added or multi-staged tax, the amount of such payment or forfeiture shall be increased accordingly. For greater certainty, if the Purchaser is required by Applicable Law to deduct or withhold any amount from any payment made by it, then such payment shall be increased by an additional amount such that the amount received by the Vendor after such deduction or withholding (including deduction or withholding from such additional amount) is equal to the amount that the Vendor would have received absent any such deduction or withholding.

- (e) The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of all Taxes payable by Purchaser in connection with the purchase of the Purchased Assets, including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such Taxes when due.

ARTICLE 4 PRE-CLOSING MATTERS AND COVENANTS

4.1 Pre-Closing Risk and Post-Damage Entitlements.

The Purchased Assets are and shall remain at the Vendor's risk until Closing and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the Parties as their respective interests may appear pending Closing. The Vendor shall also cause the Purchased Assets to be operated and/or secured until Closing in the ordinary course of business in the manner which the Purchased Assets have been operated and/or secured to date and consistent with industry practice for such assets. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser, in writing, within two (2) Business Days of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then either the Vendor or the Purchaser shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the other Party, and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor or the Purchaser does not elect to terminate this Agreement as set out above, then the Transaction contemplated hereunder shall be completed and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

4.2 Motion for Approval and Vesting Order.

This Agreement is subject to Court approval, and Closing is subject to the granting of the Approval and Vesting Order. The Vendor shall file with the Court, as soon as reasonably practicable following execution and delivery of this Agreement, a motion seeking the Court's granting of the Approval and Vesting Order. The Purchaser shall cooperate with the Vendor in their efforts to obtain the Approval and Vesting Order. The Purchaser, at its own expense, will promptly provide to the Vendor all such information within its possession or under its control as the Vendor may reasonably request to obtain the Approval and Vesting Order.

4.3 Books and Records.

The Purchaser shall preserve and keep the Books and Records acquired by it pursuant to this Agreement for a period of six (6) years after Closing, or for any longer periods as may be required by any Applicable Laws applying to such Books and Records. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent reasonably feasible), available to the Vendor, and their respective Representatives and successors, and any trustee in bankruptcy of the Debtor, and shall permit any of the foregoing Persons to take copies of such Books and Records as they may require.

4.4 Cooperation and Consultation with Governmental Authorities

All meetings, submissions, filings, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the consummation of the Transaction (but, for the avoidance of doubt, not including any interactions between the Vendor or the Purchaser with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Applicable Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such filings, meetings, submissions and proposals. Each Party shall give notice to the other Party with respect to any meeting, submission, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact (except where such Governmental Authority expressly requests that such Party not attend or participate in such meeting, discussion, appearance or contact). Notwithstanding any requirement under this Section 4.4, a Party shall not be required to provide the other Party with any information required to be provided under this Section 4.4 where the information is confidential and competitively sensitive, in which case the supplying Party shall provide a redacted version to the requesting Party and shall provide the information on a non-redacted basis to the receiving Party's external counsel, and the receiving Party agrees that it shall neither request nor receive such non-redacted information from its external counsel.

4.5 Transactional Personal Information

Purchaser shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its Representatives to observe the terms of this Section 4.5 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the Transaction. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information: (a) for purposes other than those for which such Transaction Personal Information was collected by the Vendor prior to the Closing; and (b) for a purpose which does not relate directly to the carrying out the Transaction.

4.6 Regulatory Approval, Permits and Licences

- (a) The Vendor shall take commercially reasonable steps to keep all Permits and Licences held by it in full force and effect and, to the extent that such Permits and Licences are transferrable, they shall have been assigned to the Purchaser prior to Closing, or by such other date that the Vendor and Purchaser mutually agree.
- (b) The Purchaser and Vendor shall promptly following the execution of this Agreement use commercially reasonable steps, including making or causing to be made all filings, submissions and applications required under any Applicable Law and take all such other

steps required to transfer any Permits and Licences held by the Vendor to the Purchaser or to permit the re-issuance in favour of the Purchaser of any such Permits and Licences and to obtain all consents, authorizations, Orders and approvals from all Governmental Authorities necessary in connection with this Agreement and the Transaction.

- (c) The Parties shall not unreasonably take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, Orders and approvals.
- (d) The Parties acknowledge that the Permits and Licences do not include any required licences to be obtained by the Purchaser from the Canadian Grain Commission, and that, if required, the Purchaser shall be solely responsible for obtaining the same in connection with its purchase of the Purchased Assets.

4.7 Environmental Liabilities

Subject to Section 2.2, the Purchaser acknowledges and agrees that upon Closing, the Purchaser shall become responsible for the payment, performance and discharge of all Environmental Liabilities related to the Purchased Assets including, as applicable, all obligations of any kind whatsoever under Environmental Laws relating to the Purchased Assets.

4.8 Indemnity

The Purchaser agrees to indemnify the Vendor, and save them harmless against, and will reimburse or compensate them for, any damages arising from, in connection with or related in any manner whatsoever to:

- (a) any Transfer Taxes (including penalties and interest) which may be assessed against any of the Vendor in relation to the Transaction, including, notwithstanding anything to the contrary in this Agreement, any Transfer Taxes which may be assessed against any of the Vendor in the event that any election made pursuant to Section 3.4 is challenged by the relevant tax authority as being inapplicable to the Transaction, or as a result of the Purchaser's failure to file such elections within the prescribed time;
- (b) the collection, use or disclosure of Transaction Personal Information by the Purchaser and its Representatives; and
- (c) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities in accordance with their terms.

4.9 Satisfaction of Conditions

The Purchaser and the Vendor shall cooperate with each other and shall use commercially reasonable efforts and take such steps as are reasonably necessary to satisfy, by the applicable time for each:

- (a) the conditions under Section 6.1 (in the case of the Purchaser);

- (b) the conditions under Section 6.2 (in the case of the Vendor); and
- (c) the conditions under Section 6.4 (in the case of both the Vendor and the Purchaser).

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Closing.

The Closing shall take place at 10:00 a.m. (Calgary time) (the “**Closing Time**”) on the Closing Date at the offices of the Vendor’s Solicitors, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendor and the Purchaser.

5.2 Post-Closing Receipts

If, following the Closing Date, any of the Purchased Assets are paid to or otherwise received by the Vendor, then the Vendor shall hold such assets in trust for the other and shall promptly deliver such assets to the Purchaser.

5.3 Vendor’s Closing Deliveries.

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) the Purchased Assets, which delivery of tangible assets to occur *in situ* wherever such Purchased Assets are located at the Closing Time, unless otherwise requested in writing by the Purchaser prior to Closing Time and, for greater certainty, the Receiver shall have no obligation other than best efforts to assist with the delivery of the Purchased Assets;
- (b) the tax elections as contemplated by Section 3.4(b) and (c) executed by the Vendor, if applicable;
- (c) the Approval and Vesting Order as issued by the Court;
- (d) the General Conveyance, duly executed by the Vendor;
- (e) the Books and Records; and
- (f) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement all of which shall be in a form satisfactory to the Parties, acting reasonably.

5.4 Purchaser’s Closing Deliveries.

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

- (a) the Purchase Price less the Deposit;
- (b) subject to Section 3.4(a), the Transfer Taxes;
- (c) the tax election as contemplated by Section 3.4(b) and (c) executed by the Purchaser, if applicable;
- (d) the General Conveyance, duly executed by the Purchaser;
- (e) a bring-down certificate executed by a senior officer of the Purchaser dated as of the Closing Date, certifying that (i) all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date and (ii) that each of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects; and
- (f) such further and other documentation as is referred to in this Agreement or as the Receiver may reasonably require to give effect to this Agreement, in such form as is satisfactory to the Parties acting reasonably.

5.5 Confidentiality.

Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Debtor or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to Debtor or to the operations which the Purchaser obtained pursuant to this Agreement. The Purchaser acknowledges that until and subject to Closing, such confidential information is the sole property of the Debtor and, except for the use of such confidential information by the Purchaser to evaluate the within transaction during its due diligence therefor, the Debtor is the sole Person entitled to use, exploit and benefit from such confidential information.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Purchaser's Conditions.

The Purchaser shall not be obligated to complete the purchase and sale of the Purchased Assets pursuant to this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, in writing by the Purchaser at any time; and the Vendor agrees with the Purchaser to take all such actions, steps and proceedings

within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing Time all the documents contemplated in Section 5.3 or elsewhere in this Agreement;
- (c) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction; and
- (d) the Purchaser enter into a lease of the lands on which the Bowden Facilities are located, either through:
 - (i) an assignment of the Bowden Lease to the Purchaser on Closing; or
 - (ii) the execution of a new lease between the Purchaser and the Town of Bowden on terms substantially similar to the Bowden Lease and satisfactory to the Purchaser.

6.2 Vendor's Conditions.

The Vendor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Vendor, and may be waived, in whole or in part, in writing by the Vendor at any time; and the Purchaser agrees with the Vendor to take all such actions, steps and proceedings within the Purchaser's reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) this Agreement shall be executed by a duly authorized representative of the Purchaser;
- (b) all representation and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (c) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be to be performed by or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing Time all the documents contemplated in Section 5.4 or elsewhere in this Agreement; and

- (d) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction.

6.3 Condition not Fulfilled.

If any condition in Section 6.1 or 6.2 shall not have been fulfilled at or before the Closing Time, then the Vendor or the Purchaser, as applicable depending on the circumstance, in its sole discretion may, without limiting any rights or remedies available to such party at law or in equity, either:

- (a) Terminate this Agreement by notice to the other Party in which event the first Party shall be released from all obligations under this Agreement; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

6.4 Mutual Conditions

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual conditions that:

- (a) the Approval and Vesting Order shall have been made by the Court by no later than September 23, 2021 (or such later date agreed upon by the Parties) approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in and to the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances;
- (b) the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the transactions herein contemplated; and
- (c) from the Effective Date, no Governmental Authority shall have enacted, issued, or promulgated any Final Order or Applicable Law which has the effect of: (a) making any of the Transaction illegal; or (b) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and cannot be waived by either Party.

6.5 Receiver's Certificate.

When the conditions to Closing set out in Sections 6.1, 6.2, and 6.4, have been satisfied and/or waived by the Vendor and/or the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Receiver written confirmation that such conditions of Closing, as applicable, have

been satisfied and/or waived and upon the payment in full of the Purchase Price on the Closing Date, and the payment in full of any Transfer Taxes payable by the Purchaser on Closing, the Receiver shall: (a) issue forthwith its Receiver's Certificate concurrently to the Debtor and the Purchaser, at which time the Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Receiver's Certificate with the Court (and shall provide confirmation of such filing to the Vendor and the Purchaser). In regard to the foregoing, the Receiver will be relying exclusively on the basis of the certificates to be provided as per this Section 6.5 and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) *Incorporation and Power.* The Purchaser is a corporation duly incorporated under the Applicable Laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such Applicable Laws.
- (b) *Due Authorization.* The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other Applicable Laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (d) *Financial Ability.* The Purchaser has the financial ability through its own resources or through financing that has been arranged with a recognized financial lending institution, to close the Transaction contemplated herein and pay the balance of the Purchase Price, the Transfer Taxes on the Closing Date. The Purchaser confirms that it has delivered to the Vendor evidence of such financial ability by way of a financial statement evidencing that the Purchaser has sufficient funds in its accounts to satisfy the Purchase Price and which is satisfactory to the Vendor.

- (e) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.
- (f) *Approvals.* No consent, waiver, authorization or approval of any Person and no notice or declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance of its obligations hereunder or thereunder.
- (g) *ETA.* The Purchaser is registered under Part IX of the *ETA* under registration no. 758 326 912 RT0001.
- (h) *ICA.* The Purchaser is not a "non-Canadian" within the meaning of the *ICA*, or, if the Purchaser is a "non-Canadian", the Purchaser is a "WTO investor" within the meaning of the *ICA*.

7.2 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representation and warranties in connection with the purchase of the Purchased Assets:

- (a) *Authority to Sell:* Subject to obtaining the Approval and Vesting Order prior to Closing, on Closing the Vendor shall have the power and authority to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order.
- (b) *Enforceability of Obligations.* Subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms.
- (c) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Vendor.
- (d) *ITA.* The Vendor is not a non-resident of Canada for purposes of the *ITA*.
- (e) *ETA.* The Vendor is registered for GST purposes under Part IX of the *ETA*.

7.3 Survival of Representations and Warranties.

The representations and warranties of the Purchaser and Vendor contained in Sections 8.1 and 8.2, respectively, or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive the Closing for three (3) months.

7.4 “As is, Where is”.

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an “as is, where is” basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same, save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Alberta), *The Sale of Goods Act* (Saskatchewan), or similar legislation do not apply hereto and have been waived by the Purchaser. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor with respect to the Purchased Assets or otherwise relating to the Transactions has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall be under no obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser’s responsibility to take possession of the Purchased Assets. Without limiting the generality of the foregoing:

- (a) the Vendor has made no representation or warranty as to any regulatory approvals, licences, permits, consents or authorizations, including the Permits and Licences, that may be needed to complete the Transactions or to operate or carry on the business of the Debtor or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (b) all written and oral information or data obtained from the Receiver and the Vendor, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain “data rooms”, management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets, and the business of the Debtor has been obtained for the convenience of the Purchaser only, and the Receiver and the Vendor have made no representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;
- (c) any information or data regarding or describing the Purchased Assets or the business of the Debtor or in any other agreement or instrument contemplated

hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Receiver, the Vendor or any other Person concerning the completeness or accuracy of such information or descriptions;

- (d) except as otherwise expressly provided in this Agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Receiver or any employee of the Receiver of any of the Receiver's pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Vendor expressly set forth in Section 7.2. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights; and
- (e) this Section 7.4 shall not merge on Closing and is deemed incorporated by reference in all Closing documents and deliveries.

ARTICLE 8 TERMINATION

8.1 Termination by the Parties

This Agreement may be terminated by such Parties listed below provided that the Party terminating the Agreement is not in breach of its obligations hereunder:

- (a) upon the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Receiver or approval of the Court;
- (b) pursuant to Section 4.1 by either Party;
- (c) pursuant to Section 6.1 by the Purchaser;
- (d) pursuant to Section 6.2 by the Vendor; and
- (e) pursuant to Section 6.3 by either Party.

8.2 Effect of Termination

- (a) If this Agreement is terminated pursuant to Section 4.1, 8.1(a) or Section 8.1(e), all the obligations of both the Vendor and the Purchaser pursuant to this Agreement shall be at an end and the Purchaser shall be entitled to have the Deposit returned without interest and without deduction;

- (b) if this Agreement is terminated pursuant to Section 8.1(c), the Vendor shall return the Deposit to the Purchaser forthwith, without interest and without deduction, and the Purchaser acknowledges and agrees that it shall have no further rights or remedies against the Vendor arising out of the termination of this Agreement;
- (c) if this Agreement is terminated pursuant to Section 8.1(d), the Deposit shall be forfeited to the Vendor as liquidated damages and the Vendor shall have the right to pursue any other rights and remedies against the Purchaser available at law or in equity; and
- (d) if this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties, other than those outlined in Section 8.2(a) through (c), will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Section 4.5 (Transaction Personal Information), Section 4.8(b) (Indemnity), Section 8.2 (Effect of Termination), Section 9.2 (Expenses), Section 9.3 (Announcements), Section 9.4 (Notices), Section 9.8 (Entire Agreement), Section 9.10 (Severability), Section 9.13 (*Receiver's Capacity*), Section 9.14 (Governing Law), Section 9.15 (*Dispute Resolution*), Section 9.16 (*Attornment*), 9.17 (*Successors and Assigns*), 9.18(*Assignment*), and 9.19 (*Third Party Beneficiaries*), which shall survive such termination.

ARTICLE 9 GENERAL

9.1 Further Assurances.

Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.

9.2 Expenses.

Except as otherwise provided herein, each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction contemplated by this Agreement and for the payment of any broker's commission, finder's fee, legal fees, bankers, investment bankers or like payment payable by it in respect of the Transaction.

9.3 Announcements.

While the Vendor may in its sole discretion seek a sealing order with respect to the Purchase Price for a limited period of time subsequent to Closing, the Vendor shall be entitled to disclose this Agreement and all information provided by the Purchaser in connection herewith may be disclosed to the Court and to parties of interest in the Receivership Proceedings and a copy of this Agreement may be posted on the Receiver's website maintained in connection with the Receivership Proceedings, but all such posted or provided information, including this Agreement, shall only be

so posted or provided on a redacted basis unless otherwise agreed by the Purchaser, with such redacted versions to be approved by the Purchaser prior to any such disclosure, posting or provision. Notwithstanding anything to the contrary in this Agreement, unless such information is otherwise publicly disclosed or, upon the advice of counsel, required by Applicable Law or by any Governmental Authority to be disclosed (including in any Tax Returns), neither the Vendor, the Purchaser nor the Receiver shall disclose the quantum of the Purchase Price without the prior written consent of the Vendor and the Purchaser.

9.4 Notices.

- (a) Any notice, certificate, consent or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax, e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

- (i) if to the Vendor, to:

BDO Canada Limited
110- 5800 2nd Street SW
Calgary, Alberta T2H 0H2

Attention: Marc Kelly
Email: makelly@bdo.com

with a copy to:

MLT Aikins LLP
2100 Livingston Place
222, 3rd Avenue Calgary, Alberta T2P 0B4
Attention: Ryan Zahara
Email: rzahara@mltaikins.com

- (ii) if to the Purchaser, to:

Attention: David Hanna, President
Address: 43 Colborne St Suite 400,
Toronto, ON M5E 1E3
Email: david.hanna@gfiglobalfood.com

- (b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day

of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth (5th) Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

- (c) Any Party may from time to time change its address under this Section 9.4(c) by notice to the other Party given in the manner provided by this Section.

9.5 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

9.6 Post-Closing Wind-Up of Receivership Proceedings

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to restrict in any way the rights of the Receiver's to distribute any of the assets of the Vendor, or otherwise wind up the Receivership Proceedings as it may determine in its sole discretion after the Closing, even if doing so may impair the Vendor's ability to provide or perform any further cooperation, assistance or further assurances as may otherwise be provided under this Agreement.

9.7 Time Periods.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

9.8 Entire Agreement.

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

9.9 Amendments and Waiver.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the requisite corporate authorization. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

9.12 Language.

The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language.

9.13 Receiver's Capacity.

The Purchaser acknowledges and agrees that the Receiver acting in its capacity as Court-appointment receiver of all the assets, undertakings, and properties of the Debtor, will have no liability in connection with this Agreement whatsoever in its capacity as Receiver, in its personal or corporate capacity or otherwise.

9.14 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

9.15 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of this Section 9.15, such dispute shall be determined by the Court within the Receivership Proceedings, or by such other Person or in such other manner as the Court may direct. Without prejudice to the ability of any of the Vendor or the Purchaser to enforce this Agreement in any other proper jurisdiction,

the Purchaser and the Vendor irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.

9.16 Attornment

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement must be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Province of Alberta on any jurisdictional basis, including forum non convenienc; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.16. Each Party agrees that service of process on such Party as provided in Section 9.4 shall be deemed effective service of process on such Party.

9.17 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.18 Assignment.

This Agreement may not be assigned by the Purchaser except with the prior written consent of the Vendor, which consent shall not be unreasonably withheld or delayed.

9.19 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns or as specifically referred to herein.


9.20 Counterparts.

This Agreement may be executed in counterparts including by way of stamp signature or DocuSign signature duly authorized by the signatory Parties, and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile or email transmission or by electronic delivery in portable document format (“**.pdf**”) or tagged image file format (“**.tif**”), shall be equally effective as delivery of a manually executed counterpart hereof.

[signature page to follow]

IN WITNESS WHEREOF the Purchaser has executed this Agreement.

GLOBAL FOOD AND INGREDIENTS INC.


By: 
Name: David Hanna
Title: President and CEO

ACCEPTANCE

The Vendor hereby accepts the above and agrees to and with the Purchaser to duly complete the sale of the Purchased Assets on the terms and conditions above mentioned and to observe and perform the covenants and undertakings therein set out.

DATED as of this 31 day of August, 2021.

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. and not in its personal capacity and without personal or corporate liability

By: 
Name: Marc Kelly
Title: Senior Vice President

SCHEDULE "A"
FORM OF APPROVAL AND VESTING ORDER

Alberta Court of Queen's Bench Template Sale Approval and Vesting Order as agreed to between the Parties.

SCHEDULE "B"
PURCHASED ASSETS

Purchased Assets

See attached Equipment Listing

Location of Bowden Facilities

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

ATS REFERENCE: 5;1;34;23;SW
MUNICIPALITY: TOWN OF BOWDEN

<u>Export Plant Major Equipment Inventory Listings</u>			
<u>Quantity</u>	<u>Description</u>	<u>Model #</u>	<u>Serial #</u>
<u>Export Receiving Area</u>		-	-
1	100 ft Truck Platform Scale - Certified		
1	Gamet Apollo Grain Probe	Model 6/10A	
1	10' x 12' Scale/Grading Shack		
1	Carter Day Dockage Tester		
1	Various handscreens for Pulses		
1	Desk top Computer		
1	Small Scale to weigh dockage		
1	Sudeget drag truck unloading conveyor		
1	Bucket Elevator 3000 bu/hr		
1	6-way distributor		
<u>Dirty Bin Storage Area</u>		-	-
3	Smooth Wall Meridian Grain Bins	1620/40	
1	Westeel Corugated Bin	5000 Bu	
1	80' x 24" Conveyall flat bottom conveyor		
1	Bucket Elevator 2000 bu/hr		
1	2-way distributor		
2	Westeel Corrugated Bins - Farm dressed bins	5000 Bu	

<u>Cleaning Building Area</u>		-	-
1	24' x 70' Metal Clad Building		
1	Simon/Carter Day Screenerator Pea Cleaner	W141	3324C11
1	Clipper - ball & screen Cleaner	668-2-4	
1	Short Bucket Elevator 1000 bu/hr		
1	LMC Gravity Table	MARC500	213
1	Batchco conveyors to move clean product to Bucket Elevators		
2	LMC EZ Dump Bucket Elevators		
1	Meridian Smooth Wall Screenings Bin	1620/40	
1	Wheatland 30 MT Smooth Wall Light Screenings Bin		
<u>Colour Sorter Area</u>		-	-
1	53' x 8' x 8' Van Trailer used as colour sorter area		
2	Vista Sorts - 5 Chute Colour Sorters	6SXC-315	C20110033
1	Comairco Air Compressor for Colour Sorters	4509A	20101111048
1	Dust Fan for Colour Sorter Area		
1	Batco Conveyors to move cleaned sorted grain		
1	Various screw augers for Colour Sorter Reject product		
1	Meridian 15 MT Smooth Wall Colour Sorter Reject Bin		

<u>Clean Bin Storage Area</u>		-	-
2	Meridian Smooth Wall Clean Bins	1620/40	
1	Westeel Corrugated Bin	5000 bu	
1	Batco Conveyor on Bottom of Clean bins		
3	Meridian Smooth Wall Clean Bins	1620/40	
1	Batco Conveyor on Bottom of Clean Bins		
2	Westeel Big Clean Bins	25,000 bu	
1	Wheatland 50 MT Overflow Storage Bin	2000 bu	
<u>Shipping Area</u>		-	-
1	Bucket Elevator	3000 bu/hr	
1	60 MT Overhead Loading bin on load cells		
1	30 MT Overhad Loading bin on load cells		
1	Conveyall Gas Driven Conveyor	TCH-1455	1806131045
1	Conveyall PTO Driven Conveyor	TCH-1455	18061310146
<u>Additional Equipment</u>		-	-
1	International Grain Truck 1984	S1900	1HTLKTVR1EHA67351
1	Telehandler Gehl 90A Dynalift	DLK8H	8H42J00630390
1	Dodge Pickup Truck 2008		
1	Convey-all PTO Driven Drive-over conveyor feeding Big Bin Leg		Model DOSNH-1426 - Serial - 1510129699

1	Convey-all Gas Jumper conveyor for Toting		Model UESNH-1016-RC - Serial - 22111310438
1	Bruns 600 Bu Gravity Wagon		Model 365 - Serial - 19100638
1	Atlas Copco - Light Tower		Model QLT M10 - Serial - 8972822964
1	Convey-all Gas Drive-over Conveyor		Model DOSNH-1426 - Serial - 1510129698 (requires minor repairs)
1	Used Dust Fan with electric motor		
1	Used Convey-all Bin Bottom unloading electric Conveyor 75 ft long		
Various Items			
1	Heated Shop - 24' x 50'		
1	Welder		
1	Air Compressor		
1	Various hand power tools Dewalt		
1	Metal Band Saw		
1	Office 10' x 56'		
4	Desks		
1	Sea Can Cold Storage		
1	Sea Can Heated Parts Storage		

	<u>Pet Food Plant Itemized Equipment Listing</u>				

	<u>Item</u>	<u>Company Purchased from</u>	<u>Purchase</u> <u>d</u>	<u>SN</u>	<u>Serial Number</u>
	<u>Receiving Area</u>				
	Receiving Drag Conveyor	Western Ag Equipment	2017	Y	RDCWA4000
	Receiving Leg	Used Leg not sure where it came from	2017	Y	RLCM5000
	RAD Overhead Bin Drag	Western Ag Equipment	2017	Y	OBDWA5000
	6 Dirty Bins	Optimum Manufacturing	2017	Y	1023-1620-40CW; 1024-1620-40CW; 1025-1620-40CW; 1026-1620-40CW; 1027-1620-40CW, AP1620-40CW
	RAD Bottom Bin Drags	Western Ag Equipment	2017	Y	BBDWA2000
	Small Overflow Bin	Bought from Kijiji add - Adrean Sinke	2017	Y	505-60 Optimum
	Dust System Cyclone for loading trucks	AllMills	2018	N	N/A
	Dirty Bin infeed U-trough to Almaz leg	Allmills	2017	Y	IPWA500-1
	<u>Inside Cleaning Plant</u>				
	Almaz 40/20 Grain Cleaner	Almaz LLC	2017	Y	Model 40-20, SN 67-0217
	Clipper 686-2-4 - Air screen	LMC	2017	Y	Model 668-2-4, SN A6247
	LMC M500 Gravity Table	LMC	2019	Y	Model Marc 500, SN 0042

	3 Ridgemar indoor Bucket Elevators	Ridgemar	2017	Y	RM1500-1, RM1500-2, RM 1500-3
	RAD 10" Galvanized U Troughs - Good Product	Western Ag Equipment	2017	Y	IPWA1000-2
	10" U-trough under Clipper	Western Ag Equipment	2017	Y	IPWA1000-1
	10" U-trough from magnet to clean leg	Western Ag Equipment	2017	Y	IPWA1000-3
	Used 10" U - Troughs - Waste Product	Purina Auction Equipment - Almills	2016	N	N/A
	<u>Outside Clean Bin Circle</u>				
	Ridgemar Bucket Elevator	Ridgemar	2017	Y	CBRM2000-1
	RAD 6 hole Distributor	Western Ag Equipment	2017	N	N/A
	5 Clean Bins (501-505)	Optimum Manufacturing	2017	Y	1015-16-20/40WX; 1016-16-20/40WX; 1017-16-20/40WX; 1013-16-20/40CWX; 1018-16-20/40CWX
	6 MT Blender	R&R Manufacturing	2017	Y	4417 4 17
	RAD 10" Galvanized U Troughs - Feed Blender	Western Ag Equipment	2017	Y	BWA10-1, BWA10-2, BWA10-3, BWA10-4, BWA10-5, BWA10-6
	12" Black Auger to Feed Roller Mill Surge Bin	Rose Town Flighting	2016	Y	RMRTF2000-1

	1 Surge Bin	Optimum Manufacturing	2017	Y	1028-12-03/45XCHW
	Surge Bin Leg to feed roller mill	Allmills	2019	Y	RMRTF2000-2
	36" Roller Mill	Renn Roller Milling	2017	Y	RME 36C012
	Used 10" U - Troughs - Ground Product	Purina Auction Equipment - Almills	2016	Y	IPAM500-5
	Ridgemar Bucket Elevator - Ground Product	Ridgemar	2017	Y	GPRM2000
	4 Ground Bins 1620-55	Optimum Manufacturing	2017	Y	1937-16-20/55XWCHDKV, 1677-16-20/55XWCHDK, 1009-16-20/55XCHW, 1010-16-20/55XCHW
	Hammer Mill	NorAG Purchased 2019	2019	Y	Model Sudenga Liberator 3, SN 17-056 30HP
	<u>Waste Area</u>				
	2 Bins - Moved from WAG for Screenings	WAG Asset Transfer	2017	Y	M401-1620, M402-1620
	10" U - Trough - Heavy Screenings	Purina Auction Equipment - Almills	2016	Y	IPAM500-2
	10" U-trough Light Screenings	Purina Auction Equipment - Almills	2017	Y	IPAM500-3

	U-trough from Almaz to lights auger	Purina Auction Equipment - Almills	2017	Y	IPAM500-4
	USED Fiberglass Leg	N/A	N/A	Y	SLAM1000
	Heavy Screenings Leg	Ridgemar	2017	Y	HSRM1000
	2 U-troughs for Dust collection/screenings	Used Allmills -	2018	Y	IPAM500-6, IPAM500-7
	32 Cartridge Baghouse and Fan	N/A	2017	Y	Torit-Donalson, SN 15053
	27 PSI Screw Air Compressor & dryer	Ingersoll Rand	2017	Y	15 HP, SN CBV510836
	<u>Additional Equipment</u>				
	Bin on Load Cells - Moved from WAG	WAG Asset Transfer	2019	Y	M507-1620
	6th Clean Bin for Pintos	WAG Asset Transfer	2019	Y	M506-1620
	Corrugated Bin for Whole Pintos	WAG Asset Transfer	2019	Y	W804-1620
	Lentil Fibre Bin	Optimum	2019	Y	O801-1620
	Ridgemar Leg - Feed Pinto/Fiber to tote	Ridgemar	2019	Y	RLRM5000
	Convey-All (mobile) Model: TCSNH-1045-MK	N/A	N/A	Y	Serial # 25061410969

	<u>Toting Equipment</u>				
	Clark GTS25 - Propane Forklift	Cerus Equipment	2020	Y	A60283685
	Floor Scale	Western Accurate Scale	2020	Y	9658
	Indoor Tote Bin	WAG Asset Transfer	2019	Y	291020
	3 Sea Cans	N/A	2019	Y	CPPU232367, CPPU233237, CPPU638694
	2 Manual Pump Floor Jacks	N/A	2019	N	N/A
	1 Intermodal loading Ramp	Private purchase	2020	N	N/A
	<u>Lab Equipment</u>				
	Perten NIR Moisture Tester - Office unit	N/A	2017	Y	Model IM9500 Plus, SN 1706679
	Plant Moisture Tester - Test outbound loads	N/A	2017	Y	Model HC103, SN B709764753
	13" X 85' Unload auger with swingaway	Dallas farms	2019	N	N/A
	<u>Assets purchased in 2021 year end</u>				
	13 x 85 Auger	Dallas Farms Inc	Aug-20	N	N/A
	1625-40 Grain bin	Optimum Feeds	Dec-20	Y	1935-16-25/40XWPCHDKY

	1625-40 bin	Grain	Optimum Feeds	Dec- 20	Y	1936-16-25/40XWPCHDKY
	1620-55 bin	Grain	Optimum Feeds	Dec- 20	Y	1937-16-20/55XWCHDKV

SCHEDULE "C"
PERMITTED ENCUMBRANCES

None.

APPENDIX “B”

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. by and not in its personal capacity and without personal or corporate liability

- and -

2371394 ALBERTA LTD.

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 30, 2021

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 30th day of August, 2021,

BETWEEN:

BDO CANADA LIMITED, solely in its capacity as Court-appointed receiver of the property, assets and undertakings of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. by and not in its personal capacity and without personal or corporate liability

(hereinafter referred to as the “**Vendor**”)

AND:

2371394 ALBERTA LTD.

(hereinafter referred to as the “**Purchaser**”)

RECITALS

- A. On April 26, 2021, the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order appointing BDO Canada Limited as the receiver (“**Receiver**”) of W.A. Grain Holdings Inc., 1887612 Alberta Ltd., 1309497 Alberta Ltd. (o/a W.A. Grain & Pulse Solutions) (“**1309497**”), and New Leaf Essentials (West) Ltd. (“**NLEW**”) (collectively “**Debtor**”) in Action No: 2101-05682 (the “**Receivership Proceedings**”).
- B. Pursuant to the Order (as defined below) of the Court dated June 9, 2021, the Court approved the sales solicitation process in the Receivership Proceedings and authorized the Receiver to market and sell the assets, undertakings and properties of the Debtor.
- C. The Vendor wishes to sell and the Purchaser wishes to purchase all of the right, title and interest of the Debtor in and to the Purchased Assets (as defined below), pursuant to the terms and conditions of this Agreement (as defined below).

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Purchaser hereby offers and agrees to purchase from the Vendor the Purchased Assets (as defined below), and, upon its acceptance hereof, the Vendor agrees to sell to the Purchaser the Purchased Assets (as defined below), on the terms and conditions as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

“**Agreement**” means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

“**Allocation of Purchase Price Agreement**” has the meaning ascribed thereto in Section 3.3 hereof.

“**Applicable Law**” or “**Applicable Laws**” means all applicable federal, provincial and municipal statutes, laws, regulations, orders, by-laws, standards, directions, policies, interpretations, rules, codes, orders, guidelines, permits or other requirements of any Governmental Authority, having jurisdiction and in force, and in each case, only to the extent that it has the force of law.

“**Approval and Vesting Order**” means an order of the Court substantially in the form attached hereto as Schedule “A”, made by the Court approving the Transaction and this Agreement and vesting in the Purchaser, upon delivery of the Receiver’s Certificate by the Vendor to the Purchaser, all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances, in form and substance satisfactory to the Parties.

“**Assumed Liabilities**” has the meaning ascribed thereto in Section 2.2.

“**Bashaw Export Facilities**” means the buildings, improvements, structures, fixtures, and chattels of the Debtor affixed to the lands municipally described as 5110 – 48 Street, Bashaw, Alberta, including the grain elevator, storage bins and other processing facilities located thereon.

“**Books and Records**” means all of the books and records relating to the Purchased Assets, including, without limitation, operating manuals, and all other documents, drawings, files, records, correspondence, and other data and information in the possession of the Debtor and related to the Purchased Assets, provided that if the Vendor is required to deliver any of the same books and records to multiple Persons pursuant to the Receivership Proceedings, then such books and records may be copies instead of originals.

“**Business Day**” means any day except Saturday, Sunday or statutory holidays in the Province of Alberta.

“**Canadian Dollars**” means the lawful currency of Canada.

“**Closing**” means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement.

“**Closing Date**” means September 28, 2021.

“**Closing Time**” has the meaning given in Section 5.1.

“**Court**” has the meaning ascribed thereto in the recitals hereto.

“**Debtor**” has the meaning given in Recital A hereto.

“**Deposit**” has the meaning given in Section 3.1(b).

“**Effective Date**” has the meaning given in the preamble hereto.

“**Encumbrance**” means all claims, Liabilities, obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, restrictions, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

“**Environmental Law**” means any Applicable Law or binding agreement with any Governmental Authority: (a) relating to pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

“**Environmental Liabilities**” means all obligations and liabilities under Environmental Laws arising from or relating to the Purchased Assets or from the ownership or operations thereof, including from or relating to the transportation, storage, use, disposal, presence, release, spill, escape, emission, leak, discharge, migration or dispersal of any Hazardous Materials, or any non-compliance with or violation of any Permits and Licences issued under Environmental Law applicable or relating to the Purchased Assets, including obligations to take action to prevent or rectify damage to or otherwise protect the environment, including the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans).

“**ETA**” means the *Excise Tax Act*, RSC 1985, c E-15 and the regulations thereunder.

“**Final Order**” means, at the relevant time or date, an Order of the Court that has not been vacated, stayed, amended, reversed or modified, as to which no appeal or application for leave to appeal therefrom has been filed, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of.

“**General Conveyance**” means a general conveyance of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets.

“**Governmental Authority**” means:

- (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and

- (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, securities commission or professional association.

“**GST**” means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

“**Hazardous Materials**” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or animal life or harm or impair the health of any individual and includes any contaminant, waste or substance or material defined, prohibited, regulated or reportable pursuant to any Applicable Law relating to the environment, pollution or human health and safety, in each case, whether naturally occurring or manmade; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“**ICA**” means the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

“**Intellectual Property**” means customer lists, supplier lists, trademarks, distinguished guises, individual designs, drawings, copyrights, formulae, processes, trade secrets, inventions, patent rights, patent registrations, patent continuations or patents, whether domestic or foreign and whether registered or unregistered, and all applications for registrations in respect thereof.

“**ITA**” means the *Income Tax Act*, RSC, 1985, c 1 (5th Supp) and the regulations thereunder.

“**Lands**” means the lands, if any, described in Schedule “C” attached hereto and all buildings, improvements, structures, fixtures, and chattels affixed to the Lands.

“**Legal Proceeding**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, hearing, complaint, audit, notice of violation, proceeding, litigation, citation, summons, Order, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before any Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

“**Liability**” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation) and “**Liabilities**” means the plural thereof.

“**Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Parties**” means the Vendor and the Purchaser and “**Party**” means any one of them.

“**Permits and Licences**” means any and all licences, permits, approvals, authorizations, certificates, directives, Orders, variances, registrations, rights, privileges, concessions, granted, conferred or otherwise created by any Governmental Authority and held by or on behalf of the Vendor or other evidence of authority related to the Purchased Assets issued to, granted to, conferred upon, or otherwise created for the

Debtor which relate to the ownership, maintenance, operation of the Debtor's business or the Purchased Assets.

"Permitted Encumbrances" means those Encumbrances set forth in Schedule "D" hereto.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority (including the government of a country or any political subdivision thereof), or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Information" means information about an identifiable individual as defined in applicable Privacy Law.

"Privacy Law" means the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 and the *Personal Information Protection Act*, SA 2003, c P-6.5, if and to the extent applicable, and any other Applicable Law of any other Province or territory of Canada.

"PST" means all provincial sales tax imposed under *The Provincial Sales Tax Act*, RSS 1978, c P-34.1.

"Purchased Assets" means, collectively, the rights, assets, privileges, benefits and property of the Debtor currently situated in Bashaw, Alberta, owned, held or used, whether tangible or intangible, including the Books and Records, Tangible Personal Property, Trademarked and Branded Assets, the Lands (described in Schedule "C"), and all Permits and Licences related thereto, as more particularly set out in the attached Schedule "B".

"Purchase Price" has the meaning given in Section 3.1(a).

"Purchaser's Solicitors" means Song Law Office, 203, 301 – 14 Street NW, Calgary, Alberta, T2N 2A1, Attention: Daniel Song.

"Receiver" has the meaning given in Recital A hereto.

"Receiver's Certificate" means the certificate attached to the Approval and Vesting Order substantially in the form attached as Schedule "A" and which is to be delivered by the Vendor to the Purchaser at the Closing Time in order to effect the transfer of the Purchased Assets to the Purchaser free and clear of all Encumbrance, other than the Permitted Encumbrances, in form and substance satisfactory to the Parties.

"Receivership Proceedings" has the meaning given in Recital A.

"Representative" when used with respect to a Person means each director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"Tangible Personal Property" means, collectively, all furniture, fixtures, buildings, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property related to the business of the Debtor and located at the Bashaw Export Facilities and on the Lands.

"Tax Returns" means all returns, reports, declarations, elections, notices, filings, information returns, statements and forms in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“**Taxes**” means all taxes, duties, charges, fees, premiums, assessments, levies, imposts, rates, withholdings, dues, government contributions and other charges of any kind whatsoever imposed by any Governmental Authority, whether direct or indirect, including all income, sales, use, GST, PST, value added, capital, capital gains, alternative, net worth, transfer, land transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges, including, Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties imposed by any Governmental Authority, whether disputed or not.

“**Trademarked and Branded Assets**” means all the trademarks, business names, logos or other branding of the Debtor and Intellectual Property associated therewith which form part of the Purchased Assets.

“**Transaction**” means the sale and purchase of the Purchased Assets and all matters and transactions ancillary thereto as contemplated by this Agreement.

“**Transaction Personal Information**” means any Personal Information: (a) in the possession, custody or control of the Vendor at the Closing Time, including Personal Information about employees, suppliers, customers, directors, officers or shareholders that is disclosed to the Purchaser or any Representative of the Purchaser prior to the Closing Time by the Receiver or its Representatives; or (b) collected by the Purchaser or any Representative of the Purchaser prior to the Closing Time from the Receiver or their Representatives, in either case in connection with the Transaction.

“**Transfer Taxes**” has the meaning given in Section 3.4(a).

“**Vendor**” has the meaning given in the preamble hereto.

“**Vendor’s Solicitors**” means MLT Aikins LLP, Suite 2100, 222 – 3 Avenue SW, Calgary, Alberta, T2P 0B4, Attention: Ryan Zahara.

1.2 Headings and Table of Contents.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 No Strict Construction.

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.5 Business Days.

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

1.6 Currency and Payment Obligations.

Except as otherwise expressly provided in this Agreement:

- (a) All dollar amounts referred to in this Agreement are stated in Canadian Dollars; and
- (b) any payment contemplated by this Agreement shall be made by cash, certified cheque, wire transfer or any other method that provides immediately available funds.

1.7 Calculation of Time.

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Calgary time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Calgary time) on the next succeeding Business Day.

1.8 Statute References.

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.9 Section and Schedule References.

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed as follows, are an integral part of this Agreement:

Schedule "A"	Form of Approval and Vesting Order
Schedule "B"	Purchased Assets
Schedule "C"	Lands
Schedule "D"	Permitted Encumbrances

ARTICLE 2 PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets.

At the Closing Time, subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Vendor shall sell and the Purchaser shall purchase all of the Debtor's right, title and interest in and to the Purchased Assets, which shall be free and clear of all Encumbrances other than Permitted Encumbrances, to the extent and as provided for in the Approval and Vesting Order.

2.2 Assumption of Assumed Liabilities

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the following:

- (a) Liabilities in respect of the Purchased Assets incurred or arising as a direct result of events occurring subsequent to Closing; and
- (b) Environmental Liabilities in respect of the Purchased Assets incurred or arising as before on or after the Closing Date and related to or in connection with the Purchased Assets,

(collectively, the “**Assumed Liabilities**”). Notwithstanding any other provision of this Agreement, the Purchaser shall not assume any Liabilities hereunder other than the Assumed Liabilities.

2.3 Delivery of Purchased Assets.

At Closing Time, the Purchaser will take possession of the Purchased Assets where situated.

2.4 Real Property Leases.

The Purchaser acknowledges and understands that: (a) the Debtor does not own the lands on which the Bashaw Export Facilities are located; and (b) the Purchased Assets do not include any real property lease to such lands. Accordingly, in connection with its purchase of the Purchased Assets, the Purchaser shall be solely responsible for obtaining any real property leases for such lands directly from the landlord thereof. The Vendor makes no representation or warranty whatsoever as to the Purchaser’s ability to obtain any such real property leases.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price.

The Purchase Price will be satisfied by the Purchaser as follows:

- (a) The purchase price for the Purchased Assets is and shall be the sum of ~~XX~~ (the “**Purchase Price**”).
- (b) Contemporaneously with the execution and delivery of this Agreement by the Purchaser, the Purchaser has paid a deposit payable to the Vendor in the amount of ~~XX~~ (the “**Deposit**”). The Deposit shall be held, pending Closing, by the Vendor in a non-interest-bearing account with a Canadian chartered bank.

3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Time by payment to the Receiver by way of bank draft or certified cheque drawn on a Canadian chartered bank made payable to the Receiver or by wire transfer to an account designated by the Receiver as follows:

- (a) payment of the Purchase Price less the amount of the Deposit; and

- (b) subject to Section 3.4(a), payment of the Transfer Taxes, if any, to the Receiver in trust.

3.3 Allocation of Purchase Price.

The Purchase Price shall be allocated among the Purchased Assets in the manner agreed to by the Purchaser and Vendor prior to Closing (acting reasonably). The Parties further agree (i) to execute and file all Tax Returns and prepare all financial statements, returns and other instruments on the basis of such allocations, provided that each Party shall be responsible for filing their own Tax Returns and paying all taxes due thereunder of any kind whatsoever.

3.4 Taxes

- (a) The Purchaser shall be liable for and shall pay all federal and provincial sales taxes (including GST and PST) and all other similar taxes or other like charges, including land transfer fees, properly payable by the Purchaser in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser (“**Transfer Taxes**”), but specifically excluding any and all taxes based on the income, capital or corporation taxes payable by the Vendor. Without limiting the generality of the foregoing, to the extent that the Purchaser is registered to collect and remit PST in accordance with *The Provincial Sales Tax Act*, RSS 1978, c P-34.1 then the Purchaser shall self-assess and remit PST to the applicable Governmental Authority as required by Applicable Law.
- (b) If available, the Purchaser and the Vendor shall jointly elect under subsection 167(1) of the ETA that no GST be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election in compliance with the requirements of the ETA with the applicable tax authorities within the time and in the manner required by the relevant Applicable Law.
- (c) If available, the Purchaser and the Vendor shall, if applicable, and at the sole election of the Vendor, jointly execute and file an election under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed form and within the time period permitted under the ITA and under any other applicable provincial or territorial statute, as to such amount paid by the Vendor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendor acknowledge that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement, having a value equal to the amount elected under Section 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by the Vendor as payment for the assumption of such future obligations by the Purchaser.
- (d) If any payment made by any of the Vendor or the Purchaser as a result of a breach, modification or termination of this Agreement, or of any other agreement or document delivered pursuant to this Agreement, is deemed by the ETA to include GST, or is deemed by any other applicable legislation to include a similar value added or multi-staged tax, the amount of such payment or forfeiture shall be increased accordingly. For greater certainty, if the Purchaser is required by Applicable Law to deduct or withhold any amount from any payment made by it, then such payment shall be increased by an additional amount such that the amount received by the Vendor after such deduction or withholding (including

deduction or withholding from such additional amount) is equal to the amount that the Vendor would have received absent any such deduction or withholding.

- (e) The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of all Taxes payable by Purchaser in connection with the purchase of the Purchased Assets, including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such Taxes when due.

ARTICLE 4 PRE-CLOSING MATTERS AND COVENANTS

4.1 Pre-Closing Risk and Post-Damage Entitlements.

The Purchased Assets are and shall remain at the Vendor's risk until Closing and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the Parties as their respective interests may appear pending Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser, in writing, within two (2) Business Days of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor does not elect to terminate this Agreement as set out above, then the Transaction contemplated hereunder shall be completed and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

4.2 Motion for Approval and Vesting Order.

This Agreement is subject to Court approval, and Closing is subject to the granting of the Approval and Vesting Order. The Vendor shall file with the Court, as soon as reasonably practicable following execution and delivery of this Agreement, a motion seeking the Court's granting of the Approval and Vesting Order. The Purchaser shall cooperate with the Vendor in their efforts to obtain the Approval and Vesting Order. The Purchaser, at its own expense, will promptly provide to the Vendor all such information within its possession or under its control as the Vendor may reasonably request to obtain the Approval and Vesting Order.

4.3 Books and Records.

The Purchaser shall preserve and keep the Books and Records acquired by it pursuant to this Agreement for a period of six (6) years after Closing, or for any longer periods as may be required by any Applicable Laws applying to such Books and Records. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent reasonably feasible), available to the Vendor, and their respective Representatives and successors, and any trustee in bankruptcy of the Debtor, and shall permit any of the foregoing Persons to take copies of such Books and Records as they may require.

4.4 Cooperation and Consultation with Governmental Authorities

All meetings, submissions, filings, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the consummation of the Transaction (but, for the avoidance of doubt, not including any interactions between the Vendor or the Purchaser with Governmental Authorities in the ordinary course of business, any

disclosure which is not permitted by Applicable Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such filings, meetings, submissions and proposals. Each Party shall give notice to the other Party with respect to any meeting, submission, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact (except where such Governmental Authority expressly requests that such Party not attend or participate in such meeting, discussion, appearance or contact). Notwithstanding any requirement under this Section 4.4, a Party shall not be required to provide the other Party with any information required to be provided under this Section 4.4 where the information is confidential and competitively sensitive, in which case the supplying Party shall provide a redacted version to the requesting Party and shall provide the information on a non-redacted basis to the receiving Party's external counsel, and the receiving Party agrees that it shall neither request nor receive such non-redacted information from its external counsel.

4.5 Transactional Personal Information

Purchaser shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its Representatives to observe the terms of this Section 4.5 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the Transaction. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information: (a) for purposes other than those for which such Transaction Personal Information was collected by the Vendor prior to the Closing; and (b) for a purpose which does not relate directly to the carrying out the Transaction.

4.6 Regulatory Approval, Permits and Licences

- (a) The Vendor shall take commercially reasonable steps to keep all Permits and Licences held by it in full force and effect and, to the extent that such Permits and Licences are transferrable, they shall have been assigned to the Purchaser prior to Closing, or by such other date that the Vendor and Purchaser mutually agree.
- (b) The Purchaser and Vendor shall promptly following the execution of this Agreement use commercially reasonable steps, including making or causing to be made all filings, submissions and applications required under any Applicable Law and take all such other steps required to transfer any Permits and Licences held by the Vendor to the Purchaser or to permit the re-issuance in favour of the Purchaser of any such Permits and Licences and to obtain all consents, authorizations, Orders and approvals from all Governmental Authorities necessary in connection with this Agreement and the Transaction.
- (c) The Parties shall not unreasonably take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, Orders and approvals.
- (d) The Parties acknowledge that the Permits and Licences do not include any required licences to be obtained by the Purchaser from the Canadian Grain Commission, and that, if required, the Purchaser shall be solely responsible for obtaining the same in connection with its purchase of the Purchased Assets.

4.7 Environmental Liabilities

Subject to Section 2.2, the Purchaser acknowledges and agrees that upon Closing, the Purchaser shall become responsible for the payment, performance and discharge of all Environmental Liabilities related to the Purchased Assets including, as applicable, all obligations of any kind whatsoever under Environmental Laws relating to the Purchased Assets.

4.8 Indemnity

The Purchaser agrees to indemnify the Vendor, and save them harmless against, and will reimburse or compensate them for, any damages arising from, in connection with or related in any manner whatsoever to:

- (a) any Transfer Taxes (including penalties and interest) which may be assessed against any of the Vendor, including, notwithstanding anything to the contrary in this Agreement, any Transfer Taxes which may be assessed against any of the Vendor in the event that any election made pursuant to Section 3.4 is challenged by the relevant tax authority as being inapplicable to the Transaction, or as a result of the Purchaser's failure to file such elections within the prescribed time;
- (b) the collection, use or disclosure of Transaction Personal Information by the Purchaser and its Representatives; and
- (c) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities in accordance with their terms.

4.9 Satisfaction of Conditions

The Purchaser and the Vendor shall cooperate with each other and shall use commercially reasonable efforts and take such steps as are reasonably necessary to satisfy, by the applicable time for each:

- (a) the conditions under Section 6.1 (in the case of the Purchaser);
- (b) the conditions under Section 6.2 (in the case of the Vendor); and
- (c) the conditions under Section 6.4 (in the case of both the Vendor and the Purchaser).

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Closing.

The Closing shall take place at 10:00 a.m. (Calgary time) (the "**Closing Time**") on the Closing Date at the offices of the Vendor's Solicitors, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendor and the Purchaser.

5.2 Post-Closing Receipts

If, following the Closing Date, any of the Purchased Assets are paid to or otherwise received by the Vendor, then the Vendor shall hold such assets in trust for the other and shall promptly deliver such assets to the Purchaser.

5.3 Vendor's Closing Deliveries.

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) the Purchased Assets, which delivery of tangible assets to occur *in situ* wherever such Purchased Assets are located at the Closing Time, unless otherwise requested in writing by the Purchaser prior to Closing Time and, for greater certainty, the Receiver shall have no obligation other than best efforts to assist with the delivery of the Purchased Assets;
- (b) the tax elections as contemplated by Section 3.4(b) and (c) executed by the Vendor, if applicable;
- (c) the Approval and Vesting Order as issued by the Court;
- (d) the General Conveyance, duly executed by the Vendor;
- (e) the Books and Records;
- (f) if applicable, transfer authorizations, in favour of the Purchaser, of a 100% fee simple interest in the Lands, in form acceptable for registration, and affidavits of value for the Lands; and
- (g) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement all of which shall be in a form satisfactory to the Parties, acting reasonably.

5.4 Purchaser's Closing Deliveries.

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

- (a) the Purchase Price less the Deposit;
- (b) subject to Section 3.4(a), the Transfer Taxes;
- (c) the tax election as contemplated by Section 3.4(b) and (c) executed by the Purchaser, if applicable;
- (d) the General Conveyance, duly executed by the Purchaser;
- (e) a bring-down certificate executed by a senior officer of the Purchaser dated as of the Closing Date, certifying that (i) all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date and (ii) that each of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects;
- (f) a copy of a business asset declaration form for PST, duly executed by the Purchaser; and

- (g) such further and other documentation as is referred to in this Agreement or as the Receiver may reasonably require to give effect to this Agreement, in such form as is satisfactory to the Parties acting reasonably.

5.5 Confidentiality.

Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Debtor or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to Debtor or to the operations which the Purchaser obtained pursuant to this Agreement. The Purchaser acknowledges that until and subject to Closing, such confidential information is the sole property of the Debtor and, except for the use of such confidential information by the Purchaser to evaluate the within transaction during its due diligence therefor, the Debtor is the sole Person entitled to use, exploit and benefit from such confidential information.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Purchaser's Conditions.

The Purchaser shall not be obligated to complete the purchase and sale of the Purchased Assets pursuant to this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, in writing by the Purchaser at any time; and the Vendor agrees with the Purchaser to take all such actions, steps and proceedings within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing Time all the documents contemplated in Section 5.3 or elsewhere in this Agreement; and
- (c) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction.

6.2 Vendor's Conditions.

The Vendor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Vendor, and may be waived, in whole or in part, in writing by the Vendor at any time; and the Purchaser agrees with the Vendor to take all such

actions, steps and proceedings within the Purchaser's reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) this Agreement shall be executed by a duly authorized representative of the Purchaser;
- (b) all representation and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (c) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed by or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing Time all the documents contemplated in Section 5.4 or elsewhere in this Agreement; and
- (d) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction.

6.3 Condition not Fulfilled.

If any condition in Section 6.1 or 6.2 shall not have been fulfilled at or before the Closing Time, then the Vendor or the Purchaser, as applicable depending on the circumstance, in its sole discretion may, without limiting any rights or remedies available to such party at law or in equity, either:

- (a) Terminate this Agreement by notice to the other Party in which event the first Party shall be released from all obligations under this Agreement; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

6.4 Mutual Conditions

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual conditions that:

- (a) the Approval and Vesting Order shall have been made by the Court by no later than September 23, 2021 (or such later date agreed upon by the Parties) approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in and to the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances;
- (b) the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the transactions herein contemplated; and
- (c) from the Effective Date, no Governmental Authority shall have enacted, issued, or promulgated any Final Order or Applicable Law which has the effect of: (a) making any of the Transaction illegal; or (b) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and cannot be waived by either Party.

6.5 Receiver's Certificate.

When the conditions to Closing set out in Sections 6.1, 6.2, and 6.4, have been satisfied and/or waived by the Vendor and/or the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Receiver written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived and upon the payment in full of the Purchase Price on the Closing Date, and the payment in full of any Transfer Taxes payable by the Purchaser on Closing, the Receiver shall: (a) issue forthwith its Receiver's Certificate concurrently to the Debtor and the Purchaser, at which time the Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Receiver's Certificate with the Court (and shall provide confirmation of such filing to the Vendor and the Purchaser). In regard to the foregoing, the Receiver will be relying exclusively on the basis of the certificates to be provided as per this Section 6.5 and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) *Incorporation and Power.* The Purchaser is a corporation duly incorporated under the Applicable Laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such Applicable Laws.
- (b) *Due Authorization.* The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other Applicable Laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (d) *Financial Ability.* The Purchaser has the financial ability through its own resources or through financing that has been arranged with a recognized financial lending institution, to close the Transaction contemplated herein and pay the balance of the Purchase Price, the Transfer Taxes on the Closing Date. The Purchaser confirms that it has delivered to the

Vendor evidence of such financial ability by way of a copy of a binding commitment letter or letter from its banking institution confirming the foregoing, and which is satisfactory to the Vendor.

- (e) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.
- (f) *Approvals.* No consent, waiver, authorization or approval of any Person and no notice or declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance of its obligations hereunder or thereunder.
- (g) *ETA.* The Purchaser is registered under Part IX of the *ETA* under Alberta corporation registration no. 2023221175.

7.2 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representation and warranties in connection with the purchase of the Purchased Assets:

- (a) *Authority to Sell:* Subject to obtaining the Approval and Vesting Order prior to Closing, on Closing the Vendor shall have the power and authority to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order.
- (b) *Enforceability of Obligations.* Subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms.
- (c) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Vendor.
- (d) *ITA.* The Vendor is not a non-resident of Canada for purposes of the *ITA*.
- (e) *ETA.* The Vendor is registered for GST purposes under Part IX of the *ETA*.

7.3 Survival of Representations and Warranties.

The representations and warranties of the Purchaser and Vendor contained in Sections 8.1 and 8.2, respectively, or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive the Closing for three (3) months.

7.4 “As is, Where is”.

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an “as is, where is” basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same, save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Alberta), *The Sale of Goods Act* (Saskatchewan), or similar legislation do not apply hereto and have been waived by the Purchaser. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor with respect to the Purchased Assets or otherwise relating to the Transactions has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall be under no obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser’s responsibility to take possession of the Purchased Assets. Without limiting the generality of the foregoing:

- (a) the Vendor has made no representation or warranty as to any regulatory approvals, licences, permits, consents or authorizations, including the Permits and Licences, that may be needed to complete the Transactions or to operate or carry on the business of the Debtor or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (b) all written and oral information or data obtained from the Receiver and the Vendor, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain “data rooms”, management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets, and the business of the Debtor has been obtained for the convenience of the Purchaser only, and the Receiver and the Vendor have made no representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;
- (c) any information or data regarding or describing the Purchased Assets or the business of the Debtor or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Receiver, the Vendor or any other Person concerning the completeness or accuracy of such information or descriptions;
- (d) except as otherwise expressly provided in this Agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Receiver or any employee of the Receiver of any of the Receiver’s pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Vendor expressly set forth in Section (g). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every

kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights; and

- (e) this Section 7.4 shall not merge on Closing and is deemed incorporated by reference in all Closing documents and deliveries.

ARTICLE 8 TERMINATION

8.1 Termination by the Parties

This Agreement may be terminated by such Parties listed below provided that the Party terminating the Agreement is not in breach of its obligations hereunder:

- (a) upon the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Receiver or approval of the Court;
- (b) pursuant to Section 6.1 by the Purchaser;
- (c) pursuant to Section 6.2 by the Vendor; and
- (d) pursuant to Section 6.3 by either Party.

8.2 Effect of Termination

- (a) If this Agreement is terminated pursuant to Section 8.1(a) or Section 8.1(d), all the obligations of both the Vendor and the Purchaser pursuant to this Agreement shall be at an end and the Purchaser shall be entitled to have the Deposit returned without interest and without deduction;
- (b) if this Agreement is terminated pursuant to Section 8.1(b), the Vendor shall return the Deposit to the Purchaser forthwith, without interest and without deduction, and the Purchaser acknowledges and agrees that it shall have no further rights or remedies against the Vendor arising out of the termination of this Agreement;
- (c) if this Agreement is terminated pursuant to Section 8.1(c), the Deposit shall be forfeited to the Vendor as liquidated damages and the Vendor shall have the right to pursue any other rights and remedies against the Purchaser available at law or in equity; and
- (d) if this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties, other than those outlined in Section 8.2(a) through (c), will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Section 4.5 (Transaction Personal Information), Section 4.8 (Indemnity), Section 8.2 (Effect of Termination), Section 9.2 (Expenses), Section 9.3 (Announcements), Section 9.4 (Notices), Section 9.8 (Entire Agreement), Section 9.10 (Severability), Section 9.13 (*Receiver's Capacity*), Section 9.14 (Governing Law), Section 9.15 (*Dispute Resolution*),

Section 9.16 (*Attornment*), 9.17 (*Successors and Assigns*), 9.18(*Assignment*), and 9.19 (*Third Party Beneficiaries*), which shall survive such termination.

ARTICLE 9 GENERAL

9.1 Further Assurances.

Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.

9.2 Expenses.

Except as otherwise provided herein, each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction contemplated by this Agreement and for the payment of any broker's commission, finder's fee, legal fees, bankers, investment bankers or like payment payable by it in respect of the Transaction.

9.3 Announcements.

While the Vendor may in its sole discretion seek a sealing order with respect to the Purchase Price for a limited period of time subsequent to Closing, the Vendor shall be entitled to disclose this Agreement and all information provided by the Purchaser in connection herewith may be disclosed to the Court and to parties of interest in the Receivership Proceedings and a copy of this Agreement may be posted on the Receiver's website maintained in connection with the Receivership Proceedings, but all such posted or provided information, including this Agreement, shall only be so posted or provided on a redacted basis unless otherwise agreed by the Purchaser, with such redacted versions to be approved by the Purchaser prior to any such disclosure, posting or provision. Notwithstanding anything to the contrary in this Agreement, unless such information is otherwise publicly disclosed or, upon the advice of counsel, required by Applicable Law or by any Governmental Authority to be disclosed (including in any Tax Returns), neither the Vendor, the Purchaser nor the Receiver shall disclose the quantum of the Purchase Price without the prior written consent of the Vendor and the Purchaser.

9.4 Notices.

- (a) Any notice, certificate, consent or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax, e-mail or other similar means of electronic communication, in each case to the applicable address set out below:
 - (i) if to the Vendor, to:

BDO Canada Limited
110- 5800 2nd Street SW
Calgary, Alberta T2H 0H2

Attention: Marc Kelly
Email: makelly@bdo.com

with a copy to:

MLT Aikins LLP
2100 Livingston Place
222, 3rd Avenue Calgary, Alberta T2P 0B4
Attention: Ryan Zahara
Email: rzahara@mltaikins.com

(ii) if to the Purchaser, to:

2371394 Alberta Ltd.
Unit 120, 3442 – 118 Avenue SE
Calgary, Alberta, T2Z 3X1
Attention: Se Hong Park
Email: sehongpark69@gmail.com

- (b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth (5th) Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.
- (c) Any Party may from time to time change its address under this Section 9.4(c) by notice to the other Party given in the manner provided by this Section.

9.5 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

9.6 Post-Closing Wind-Up of Receivership Proceedings

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to restrict in any way the rights of the Receiver's to distribute any of the assets of the Vendor, or otherwise wind up the Receivership Proceedings as it may determine in its sole discretion after the Closing, even if doing so may impair the Vendor's ability to provide or perform any further cooperation, assistance or further assurances as may otherwise be provided under this Agreement.

9.7 Time Periods.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

9.8 Entire Agreement.

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

9.9 Amendments and Waiver.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the requisite corporate authorization. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

9.12 Language.

The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language.

9.13 Receiver's Capacity.

The Purchaser acknowledges and agrees that the Receiver acting in its capacity as Court-appointment receiver of all the assets, undertakings, and properties of the Debtor, will have no liability in connection

with this Agreement whatsoever in its capacity as Receiver, in its personal or corporate capacity or otherwise.

9.14 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

9.15 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of this Section 10.15, such dispute shall be determined by the Court within the Receivership Proceedings, or by such other Person or in such other manner as the Court may direct. Without prejudice to the ability of any of the Vendor or the Purchaser to enforce this Agreement in any other proper jurisdiction, the Purchaser and the Vendor irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.

9.16 Attornment

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement must be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Province of Alberta on any jurisdictional basis, including forum non conveniense; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.16. Each Party agrees that service of process on such Party as provided in Section 9.4 shall be deemed effective service of process on such Party.

9.17 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.18 Assignment.

This Agreement may not be assigned by the Purchaser except with the prior written consent of the Vendor, which consent shall not be unreasonably withheld or delayed.

9.19 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns or as specifically referred to herein.


9.20 Counterparts.

This Agreement may be executed in counterparts including by way of stamp signature or DocuSign signature duly authorized by the signatory Parties, and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile or email transmission or by electronic delivery in portable document format (“**.pdf**”) or tagged image file format (“**.tif**”), shall be equally effective as delivery of a manually executed counterpart hereof.

[signature page to follow]

IN WITNESS WHEREOF the Purchaser has executed this Agreement

2371394 ALBERTA LTD.

By: 
Name: Se Hong Park
Title: Director

ACCEPTANCE

The Vendor hereby accepts the above and agrees to and with the Purchaser to duly complete the sale of the Purchased Assets on the terms and conditions above mentioned and to observe and perform the covenants and undertakings therein set out.

DATED as of this 31 day of August, 2021.

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. and not in its personal capacity and without personal or corporate liability

By: 
Name: Marc Kelly
Title: Senior Vice President

SCHEDULE "A"
FORM OF APPROVAL AND VESTING ORDER

(see attached)

SCHEDULE "B"
PURCHASED ASSETS

Organic Facility - Equipment Listing

Equipment	Units	Manufacturer	Make/Model	Comments
Indent Machine	2.00	Northland Superior	Model T4-B Cylinder Separator	n/a
Air Screen Cleaner	1.00	Q-Sage	Model: 5x60-54-2+3	Serial #: Q12154
Gravity Separator	1.00	LMC	Marc 300 series	Serial #: 9838
Color Sorter	1.00	Buhler	Sortex Z+ Bichromatic	n/a
Commercial Hopper Bottom Seed Bins (54 MT each)	2.00	Wheatland	n/a	Serial # 200110 11844 / Serial # 200110 11845
Truck Scale	1.00	N/A	30 FT L x 10 FT W (Rated/certified for 60,000 lbs)	Serial #78943-1 / 78943
Total				

Export Facility - Equipment Listing

Equipment	Units	Manufacturer	Make/Model	Comments
Delta Mega Cleaner	1.00	Cimbria	Model 119 Serial # 6654	n/a
PLC Control System	1.00	LV Controls	(Cleaners, drags, legs)	Serial # 111003-1
PLC Control System	1.00	LV Controls	(Color Sorter equipment)	Serial # 1447
Color Sorter	1.00	Delta	Model: i-IQ-CCD5	Serial # 200022
20 ft Outload Conveyor	1.00	Batco	n/a	n/a
100 ft Receiving/Shipping Legs (5,000 bph)	2.00	n/a	n/a	n/a
Chain Drags for Shipping and Receiving	4.00	n/a	n/a	n/a
90 ft Leg	1.00	Nordstrong	n/a	n/a
20, 30 and 40 ft legs	1.00	Nordstrong	n/a	n/a
Air Compressor (30hp)	1.00	Atlas Copco	Model: GA30FF-125	Serial # 000790973
Corrogated Grain bin	1.00	Westeel	14 ft diameter	n/a
20 ft Sorter Conveyor	1.00	Flaman	n/a	n/a
30 hp Dust Fan	1.00	Northern Blower	n/a	Serial # 59990.01-01
Dust Cyclone with Airlock	1.00	Northern Blower	n/a	Serial # SA030399
Truck Scale	1.00	N/A	70 FT L x 10 FT W (Rated/certified for 63,000 KG)	Serial #091404P/ 009159
Ride on Mower	1.00	N/A	N/A	N/A
Total				

Both Facilities - Vehicles

Equipment	Units	Manufacturer	Make/Model	Comments
600 bu Grain Cart	1.00	Bruns	Model: 365	Serial # 17100732
48 ft Trans Loader	1.00	Covey-all Industries	Model: 1645	Serial # 1651252
1977 Tractor	1.00	Versatile	Model: 125	Serial # 21088
1980 Grain Truck	1.00	Ford	Model: F600	Serial # 80025 VIN F604CGJ7709
Total				

SCHEDULE "C"
LANDS

Civic Address for Bashaw Organic Facility:

5111 – 48 Street
Bashaw, Alberta, T0B 0H0
Canada

Legal Description for Bashaw Organic Facility:

PLAN 8120619
BLOCK 101
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "D"
PERMITTED ENCUMBRANCES

None.

APPENDIX “C”

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. by and not in its personal capacity and without personal or corporate liability

- and -

GP ACRES GRAIN INC.

ASSET PURCHASE AGREEMENT

(Saskatchewan Facilities)

DATED AS OF SEPTEMBER 3, 2021

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 3rd day of September, 2021,

BETWEEN:

BDO CANADA LIMITED, solely in its capacity as Court-appointed receiver of the property, assets and undertakings of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. by and not in its personal capacity and without personal or corporate liability

(hereinafter referred to as the “**Vendor**”)

AND:

GP ACRES GRAIN INC.

(hereinafter referred to as the “**Purchaser**”)

RECITALS

- A. On April 26, 2021, the Court of Queen’s Bench of Alberta (the “**Court**”) granted an order appointing BDO Canada Limited as the receiver (“**Receiver**”) of W.A. Grain Holdings Inc., 1887612 Alberta Ltd., 1309497 Alberta Ltd. (o/a W.A. Grain & Pulse Solutions) (“**1309497**”), and New Leaf Essentials (West) Ltd. (“**NLEW**”) (collectively “**Debtor**”) in Action No: 2101-05682 (the “**Receivership Proceedings**”).
- B. Pursuant to the Order (as defined below) of the Court dated June 9, 2021, the Court approved the sales solicitation process in the Receivership Proceedings and authorized the Receiver to market and sell the assets, undertakings and properties of the Debtor.
- C. The Vendor wishes to sell and the Purchaser wishes to purchase all of the right, title and interest of the Debtor in and to the Purchased Assets (as defined below), pursuant to the terms and conditions of this Agreement (as defined below).

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Purchaser hereby offers and agrees to purchase from the Vendor the Purchased Assets (as defined below), and, upon its acceptance hereof, the Vendor agrees to sell to the Purchaser the Purchased Assets (as defined below), on the terms and conditions as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

“**Agreement**” means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

“**Allocation of Purchase Price Agreement**” has the meaning ascribed thereto in Section 3.3 hereof.

“**Applicable Law**” or “**Applicable Laws**” means all applicable federal, provincial and municipal statutes, laws, regulations, orders, by-laws, standards, directions, policies, interpretations, rules, codes, orders, guidelines, permits or other requirements of any Governmental Authority, having jurisdiction and in force, and in each case, only to the extent that it has the force of law.

“**Approval and Vesting Order**” means an order of the Court substantially in the form attached hereto as Schedule “A”, made by the Court approving the Transaction and this Agreement and vesting in the Purchaser, upon delivery of the Receiver’s Certificate by the Vendor to the Purchaser, all the right, title and interest of the Debtor in the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances, in form and substance satisfactory to the Parties.

“**Assumed Liabilities**” has the meaning ascribed thereto in Section 2.2.

“**Books and Records**” means all of the books and records relating to the Purchased Assets, including, without limitation, operating manuals, and all other documents, drawings, files, records, correspondence, and other data and information in the possession of the Debtor and related to the Purchased Assets, provided that if the Vendor is required to deliver any of the same books and records to multiple Persons pursuant to the Receivership Proceedings, then such books and records may be copies instead of originals.

“**Business Day**” means any day except Saturday, Sunday or statutory holidays in the Province of Alberta.

“**Canadian Dollars**” means the lawful currency of Canada.

“**Closing**” means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement.

“**Closing Date**” means September 28, 2021.

“**Closing Time**” has the meaning given in Section 5.1.

“**Court**” has the meaning ascribed thereto in the recitals hereto.

“**Debtor**” has the meaning given in Recital A hereto.

“**Deposit**” has the meaning given in Section 3.1(b).

“**Effective Date**” has the meaning given in the preamble hereto.

“**Encumbrance**” means all claims, Liabilities, obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, restrictions, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

“**Environmental Law**” means any Applicable Law or binding agreement with any Governmental Authority: (a) relating to pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

“**Environmental Liabilities**” means all obligations and liabilities under Environmental Laws arising from or relating to the Purchased Assets or from the ownership or operations thereof, including from or relating to the transportation, storage, use, disposal, presence, release, spill, escape, emission, leak, discharge, migration or dispersal of any Hazardous Materials, or any non-compliance with or violation of any Permits and Licences issued under Environmental Law applicable or relating to the Purchased Assets, including obligations to take action to prevent or rectify damage to or otherwise protect the environment, including the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans).

“**ETA**” means the *Excise Tax Act*, RSC 1985, c E-15 and the regulations thereunder.

“**Final Order**” means, at the relevant time or date, an Order of the Court that has not been vacated, stayed, amended, reversed or modified, as to which no appeal or application for leave to appeal therefrom has been filed, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of.

“**General Conveyance**” means a general conveyance of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably, evidencing the conveyance to the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets.

“**Governmental Authority**” means:

- (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, securities commission or professional association.

“**GST**” means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

“**Hazardous Materials**” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or animal life or harm or impair the health of any individual and includes any contaminant, waste or substance or material defined, prohibited, regulated or reportable pursuant to any Applicable Law relating to the environment, pollution or human health and safety, in each case, whether naturally occurring or manmade; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“**ICA**” means the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

“**Intellectual Property**” means customer lists, supplier lists, trademarks, distinguished guises, individual designs, drawings, copyrights, formulae, processes, trade secrets, inventions, patent rights, patent registrations, patent continuations or patents, whether domestic or foreign and whether registered or unregistered, and all applications for registrations in respect thereof.

“**ITA**” means the *Income Tax Act*, RSC, 1985, c 1 (5th Supp) and the regulations thereunder.

“**Lands**” means the lands, if any, described in Schedule “C” attached hereto and all buildings, improvements, structures, fixtures, and chattels affixed to the Lands.

“**Legal Proceeding**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, hearing, complaint, audit, notice of violation, proceeding, litigation, citation, summons, Order, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before any Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

“**Liability**” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation) and “**Liabilities**” means the plural thereof.

“**Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Parties**” means the Vendor and the Purchaser and “**Party**” means any one of them.

“**Permits and Licences**” means any and all licences, permits, approvals, authorizations, certificates, directives, Orders, variances, registrations, rights, privileges, concessions, granted, conferred or otherwise created by any Governmental Authority and held by or on behalf of the Vendor or other evidence of authority related to the Purchased Assets issued to, granted to, conferred upon, or otherwise created for the Debtor which relate to the ownership, maintenance, operation of the Debtor’s business or the Purchased Assets.

“**Permitted Encumbrances**” means those Encumbrances set forth in Schedule “D” hereto.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority (including the government of a country or any political subdivision thereof), or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

“**Personal Information**” means information about an identifiable individual as defined in applicable Privacy Law.

“**Privacy Law**” means the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 and the *Personal Information Protection Act*, SA 2003, c P-6.5, if and to the extent applicable, and any other Applicable Law of any other Province or territory of Canada.

“**PST**” means all provincial sales tax imposed under *The Provincial Sales Tax Act*, RSS 1978, c P-34.1.

“**Purchased Assets**” means, collectively, the rights, assets, privileges, benefits and property of the Debtor currently situated in Saskatchewan, owned, held or used, whether tangible or intangible, including the Books and Records, Tangible Personal Property, Trademarked and Branded Assets,

the Lands, and all Permits and Licences related thereto, as more particularly set out in the attached Schedule "B".

"Purchase Price" has the meaning given in Section 3.1(a).

"Purchaser's Solicitors" means McDougall Gauley LLP.

"Receiver" has the meaning given in Recital A hereto.

"Receiver's Certificate" means the certificate attached to the Approval and Vesting Order substantially in the form attached as Schedule "A" and which is to be delivered by the Vendor to the Purchaser at the Closing Time in order to effect the transfer of the Purchased Assets to the Purchaser free and clear of all Encumbrance, other than the Permitted Encumbrances, in form and substance satisfactory to the Parties.

"Receivership Proceedings" has the meaning given in Recital A.

"Representative" when used with respect to a Person means each director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"Tangible Personal Property" means, collectively, all furniture, fixtures, buildings, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, operating manuals, plant documentation and other tangible personal property related to the business of the Debtor and located on the Lands.

"Tax Returns" means all returns, reports, declarations, elections, notices, filings, information returns, statements and forms in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

"Taxes" means all taxes, duties, charges, fees, premiums, assessments, levies, imposts, rates, withholdings, dues, government contributions and other charges of any kind whatsoever imposed by any Governmental Authority, whether direct or indirect, including all income, sales, use, GST, PST, value added, capital, capital gains, alternative, net worth, transfer, land transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges, including, Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties imposed by any Governmental Authority, whether disputed or not.

"Trademarked and Branded Assets" means all the trademarks, business names, logos or other branding of the Debtor and Intellectual Property associated therewith which form part of the Purchased Assets.

"Transaction" means the sale and purchase of the Purchased Assets and all matters and transactions ancillary thereto as contemplated by this Agreement.

“Transaction Personal Information” means any Personal Information: (a) in the possession, custody or control of the Vendor at the Closing Time, including Personal Information about employees, suppliers, customers, directors, officers or shareholders that is disclosed to the Purchaser or any Representative of the Purchaser prior to the Closing Time by the Receiver or its Representatives; or (b) collected by the Purchaser or any Representative of the Purchaser prior to the Closing Time from the Receiver or their Representatives, in either case in connection with the Transaction.

“Transfer Taxes” has the meaning given in Section 3.4(a).

“Vanguard” means the lands more particularly described at Schedule "C" as being the Vanguard Lands

“Vendor” has the meaning given in the preamble hereto.

“Vendor’s Solicitors” means MLT Aikins LLP.

1.2 Headings and Table of Contents.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 No Strict Construction.

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.5 Business Days.

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

1.6 Currency and Payment Obligations.

Except as otherwise expressly provided in this Agreement:

- (a) All dollar amounts referred to in this Agreement are stated in Canadian Dollars; and

- (b) any payment contemplated by this Agreement shall be made by cash, certified cheque, wire transfer or any other method that provides immediately available funds.

1.7 Calculation of Time.

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Calgary time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Calgary time) on the next succeeding Business Day.

1.8 Statute References.

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.9 Section and Schedule References.

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed as follows, are an integral part of this Agreement:

Schedule "A"	Form of Approval and Vesting Order
Schedule "B"	Purchased Assets
Schedule "C"	Lands
Schedule "D"	Permitted Encumbrances
Schedule "E"	Allocation of Purchase Price

**ARTICLE 2
PURCHASED ASSETS**

2.1 Purchase and Sale of Purchased Assets.

At the Closing Time, subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Vendor shall sell and the Purchaser shall purchase all of the Debtor's right, title and interest in and to the Purchased Assets, which shall be free and clear of all Encumbrances other than Permitted Encumbrances, to the extent and as provided for in the Approval and Vesting Order.

2.2 Assumption of Assumed Liabilities

At the Closing Time, on and subject to the terms and conditions of this Agreement, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the following:

- (a) Liabilities in respect of the Purchased Assets incurred or arising as a direct result of events occurring subsequent to Closing; and
- (b) Environmental Liabilities in respect of the Purchased Assets incurred or arising as before on or after the Closing Date and related to or in connection with the Purchased Assets,

(collectively, the “**Assumed Liabilities**”). Notwithstanding any other provision of this Agreement, the Purchaser shall not assume any Liabilities hereunder other than the Assumed Liabilities.

2.3 Delivery of Purchased Assets.

At Closing Time, the Purchaser will take possession of the Purchased Assets where situated.

2.4 Ownership of Assets.

The Purchaser acknowledges and understands that: (a) the scale at Vanguard is owned by a third party; and (b) otherwise all land under the facilities is owned by the Vendor.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price.

The Purchase Price will be satisfied by the Purchaser as follows:

- (a) The purchase price for the Purchased Assets is and shall be the sum of ~~xxxxxxxxxxxxx~~ (the “**Purchase Price**”).
- (b) Contemporaneously with the execution and delivery of this Agreement by the Purchaser, the Purchaser has paid a deposit payable to the Vendor in the amount of ~~xxxxxxxxxxxxx~~ (the “**Deposit**”). The Deposit shall be held, pending Closing, by the Vendor in a non-interest-bearing account with a Canadian chartered bank.

3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Time by payment to the Receiver by way of bank draft or certified cheque drawn on a Canadian chartered bank made payable to the Receiver or by wire transfer to an account designated by the Receiver as follows:

- (a) payment of the Purchase Price less the amount of the Deposit; and
- (b) subject to Section 3.4(a), payment of the Transfer Taxes, if any, to the Receiver in trust.

3.3 Allocation of Purchase Price.

The Purchase Price shall be allocated among the Purchased Assets in the manner set forth in the attached Schedule "E". The Parties further agree to execute and file all Tax Returns and prepare all financial statements, returns and other instruments on the basis of such allocations, provided that each Party shall be responsible for filing their own Tax Returns and paying all taxes due thereunder of any kind whatsoever.

3.4 Taxes

- (a) The Purchaser shall be liable for and shall pay all federal and provincial sales taxes (including GST and PST) and all other similar taxes or other like charges, including land transfer fees, properly payable by the Purchaser in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser ("**Transfer Taxes**"), but specifically excluding any and all taxes based on the income, capital or corporation taxes payable by the Vendor. Without limiting the generality of the foregoing, to the extent that the Purchaser is registered to collect and remit PST in accordance with *The Provincial Sales Tax Act*, RSS 1978, c P-34.1 then the Purchaser shall self-assess and remit PST to the applicable Governmental Authority as required by Applicable Law.
- (b) If available, the Purchaser and the Vendor shall jointly elect under subsection 167(1) of the ETA that no GST be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such election in compliance with the requirements of the ETA with the applicable tax authorities within the time and in the manner required by the relevant Applicable Law.
- (c) If available, the Purchaser and the Vendor shall, if applicable, and at the sole election of the Vendor, jointly execute and file an election under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed form and within the time period permitted under the ITA and under any other applicable provincial or territorial statute, as to such amount paid by the Vendor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendor acknowledge that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement, having a value equal to the amount elected under Section 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by the Vendor as payment for the assumption of such future obligations by the Purchaser.
- (d) If any payment made by any of the Vendor or the Purchaser as a result of a breach, modification or termination of this Agreement, or of any other agreement or document delivered pursuant to this Agreement, is deemed by the ETA to include GST, or is deemed by any other applicable legislation to include a similar value added or multi-staged tax, the amount of such payment or forfeiture shall be increased accordingly. For greater certainty, if the Purchaser is required by

Applicable Law to deduct or withhold any amount from any payment made by it, then such payment shall be increased by an additional amount such that the amount received by the Vendor after such deduction or withholding (including deduction or withholding from such additional amount) is equal to the amount that the Vendor would have received absent any such deduction or withholding.

- (e) The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of all Taxes payable by Purchaser in connection with the purchase of the Purchased Assets, including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such Taxes when due.

ARTICLE 4 PRE-CLOSING MATTERS AND COVENANTS

4.1 Pre-Closing Risk and Post-Damage Entitlements.

The Purchased Assets are and shall remain at the Vendor's risk until Closing and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the Parties as their respective interests may appear pending Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendor shall advise the Purchaser, in writing, within two (2) Business Days of the Vendor learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendor shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Vendor does not elect to terminate this Agreement as set out above, then the Transaction contemplated hereunder shall be completed and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

4.2 Motion for Approval and Vesting Order.

This Agreement is subject to Court approval, and Closing is subject to the granting of the Approval and Vesting Order. The Vendor shall file with the Court, as soon as reasonably practicable following execution and delivery of this Agreement, a motion seeking the Court's granting of the Approval and Vesting Order. The Purchaser shall cooperate with the Vendor in their efforts to obtain the Approval and Vesting Order. The Purchaser, at its own expense, will promptly provide to the Vendor all such information within its possession or under its control as the Vendor may reasonably request to obtain the Approval and Vesting Order.

4.3 Books and Records.

The Purchaser shall preserve and keep the Books and Records acquired by it pursuant to this Agreement for a period of six (6) years after Closing, or for any longer periods as may be required by any Applicable Laws applying to such Books and Records. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent reasonably feasible), available to the Vendor, and their respective Representatives and successors,

and any trustee in bankruptcy of the Debtor, and shall permit any of the foregoing Persons to take copies of such Books and Records as they may require.

4.4 Cooperation and Consultation with Governmental Authorities

All meetings, submissions, filings, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the consummation of the Transaction (but, for the avoidance of doubt, not including any interactions between the Vendor or the Purchaser with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Applicable Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such filings, meetings, submissions and proposals. Each Party shall give notice to the other Party with respect to any meeting, submission, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact (except where such Governmental Authority expressly requests that such Party not attend or participate in such meeting, discussion, appearance or contact). Notwithstanding any requirement under this Section 4.4, a Party shall not be required to provide the other Party with any information required to be provided under this Section 4.4 where the information is confidential and competitively sensitive, in which case the supplying Party shall provide a redacted version to the requesting Party and shall provide the information on a non-redacted basis to the receiving Party's external counsel, and the receiving Party agrees that it shall neither request nor receive such non-redacted information from its external counsel.

4.5 Transactional Personal Information

Purchaser shall comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its Representatives to observe the terms of this Section 4.5 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law. The Purchaser shall collect Transaction Personal Information prior to Closing only for purposes related to the Transaction. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information: (a) for purposes other than those for which such Transaction Personal Information was collected by the Vendor prior to the Closing; and (b) for a purpose which does not relate directly to the carrying out the Transaction.

4.6 Regulatory Approval, Permits and Licences

- (a) The Vendor shall take commercially reasonable steps to keep all Permits and Licences held by it in full force and effect and, to the extent that such Permits and Licences are transferrable, they shall have been assigned to the Purchaser prior to Closing, or by such other date that the Vendor and Purchaser mutually agree.

- (b) The Purchaser and Vendor shall promptly following the execution of this Agreement use commercially reasonable steps, including making or causing to be made all filings, submissions and applications required under any Applicable Law and take all such other steps required to transfer any Permits and Licences held by the Vendor to the Purchaser or to permit the re-issuance in favour of the Purchaser of any such Permits and Licences and to obtain all consents, authorizations, Orders and approvals from all Governmental Authorities necessary in connection with this Agreement and the Transaction.
- (c) The Parties shall not unreasonably take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, Orders and approvals.
- (d) The Parties acknowledge that the Permits and Licences do not include any required licences to be obtained by the Purchaser from the Canadian Grain Commission, and that, if required, the Purchaser shall be solely responsible for obtaining the same in connection with its purchase of the Purchased Assets.

4.7 Environmental Liabilities

Subject to Section 2.2, the Purchaser acknowledges and agrees that upon Closing, the Purchaser shall become responsible for the payment, performance and discharge of all Environmental Liabilities related to the Purchased Assets including, as applicable, all obligations of any kind whatsoever under Environmental Laws relating to the Purchased Assets.

4.8 Indemnity

The Purchaser agrees to indemnify the Vendor, and save them harmless against, and will reimburse or compensate them for, any damages arising from, in connection with or related in any manner whatsoever to:

- (a) any Transfer Taxes (including penalties and interest) which may be assessed against any of the Vendor, including, notwithstanding anything to the contrary in this Agreement, any Transfer Taxes which may be assessed against any of the Vendor in the event that any election made pursuant to Section 3.4 is challenged by the relevant tax authority as being inapplicable to the Transaction, or as a result of the Purchaser's failure to file such elections within the prescribed time;
- (b) the collection, use or disclosure of Transaction Personal Information by the Purchaser and its Representatives; and
- (c) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities in accordance with their terms.

4.9 Satisfaction of Conditions

The Purchaser and the Vendor shall cooperate with each other and shall use commercially reasonable efforts and take such steps as are reasonably necessary to satisfy, by the applicable time for each:

- (a) the conditions under Section 6.1 (in the case of the Purchaser);
- (b) the conditions under Section 6.2 (in the case of the Vendor); and
- (c) the conditions under Section 6.4 (in the case of both the Vendor and the Purchaser).

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Closing.

The Closing shall take place at 10:00 a.m. (Calgary time) (the “**Closing Time**”) on the Closing Date via electronic exchange of documentation, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendor and the Purchaser.

5.2 Post-Closing Receipts

If, following the Closing Date, any of the Purchased Assets are paid to or otherwise received by the Vendor, then the Vendor shall hold such assets in trust for the other and shall promptly deliver such assets to the Purchaser.

5.3 Vendor’s Closing Deliveries.

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) the Purchased Assets, which delivery of tangible assets to occur *in situ* wherever such Purchased Assets are located at the Closing Time, unless otherwise requested in writing by the Purchaser prior to Closing Time and, for greater certainty, the Receiver shall have no obligation other than best efforts to assist with the delivery of the Purchased Assets;
- (b) the tax elections as contemplated by Section 3.4(b) and (c) executed by the Vendor, if applicable;
- (c) the Approval and Vesting Order as issued by the Court;
- (d) the General Conveyance, duly executed by the Vendor;
- (e) the Books and Records;

- (f) if applicable, transfer authorizations, in favour of the Purchaser, of a 100% fee simple interest in the Lands, in form acceptable for registration, and affidavits of value for the Lands; and
- (g) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement all of which shall be in a form satisfactory to the Parties, acting reasonably.

5.4 Purchaser's Closing Deliveries.

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

- (a) the Purchase Price less the Deposit;
- (b) subject to Section 3.4(a), the Transfer Taxes;
- (c) the tax election as contemplated by Section 3.4(b) and (c) executed by the Purchaser, if applicable;
- (d) the General Conveyance, duly executed by the Purchaser;
- (e) a bring-down certificate executed by a senior officer of the Purchaser dated as of the Closing Date, certifying that (i) all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date and (ii) that each of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects;
- (f) a copy of a business asset declaration form for PST, duly executed by the Purchaser; and
- (g) such further and other documentation as is referred to in this Agreement or as the Receiver may reasonably require to give effect to this Agreement, in such form as is satisfactory to the Parties acting reasonably.

5.5 Confidentiality.

Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Debtor or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to Debtor or to the operations which the Purchaser obtained pursuant to this Agreement. The Purchaser acknowledges that until and subject to

Closing, such confidential information is the sole property of the Debtor and, except for the use of such confidential information by the Purchaser to evaluate the within transaction during its due diligence therefor, the Debtor is the sole Person entitled to use, exploit and benefit from such confidential information.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Purchaser's Conditions.

The Purchaser shall not be obligated to complete the purchase and sale of the Purchased Assets pursuant to this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, in writing by the Purchaser at any time; and the Vendor agrees with the Purchaser to take all such actions, steps and proceedings within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;
- (b) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing Time all the documents contemplated in Section 5.3 or elsewhere in this Agreement; and
- (c) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction.

6.2 Vendor's Conditions.

The Vendor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Vendor, and may be waived, in whole or in part, in writing by the Vendor at any time; and the Purchaser agrees with the Vendor to take all such actions, steps and proceedings within the Purchaser's reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) this Agreement shall be executed by a duly authorized representative of the Purchaser;
- (b) all representation and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Time with the same effect as though made as of that time;

- (c) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed by or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing Time all the documents contemplated in Section 5.4 or elsewhere in this Agreement; and
- (d) there shall be no action, litigation or proceedings pending or threatened or order issued by a court against either of the parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction.

6.3 Condition not Fulfilled.

If any condition in Section 6.1 or 6.2 shall not have been fulfilled at or before the Closing Time, then the Vendor or the Purchaser, as applicable depending on the circumstance, in its sole discretion may, without limiting any rights or remedies available to such party at law or in equity, either:

- (a) Terminate this Agreement by notice to the other Party in which event the first Party shall be released from all obligations under this Agreement; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

6.4 Mutual Conditions

The obligations of the Vendor and the Purchaser hereunder are subject to the mutual conditions that:

- (a) the Approval and Vesting Order shall have been made by the Court by no later than September 23, 2021 (or such later date agreed upon by the Parties) approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Debtor in and to the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances;
- (b) the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued and no action or proceeding will be pending to restrain or prohibit the completion of the transactions herein contemplated; and
- (c) from the Effective Date, no Governmental Authority shall have enacted, issued, or promulgated any Final Order or Applicable Law which has the effect of: (a) making any of the Transaction illegal; or (b) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and cannot be waived by either Party.

6.5 Receiver's Certificate.

When the conditions to Closing set out in Sections 6.1, 6.2, and 6.4, have been satisfied and/or waived by the Vendor and/or the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Receiver written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived and upon the payment in full of the Purchase Price on the Closing Date, and the payment in full of any Transfer Taxes payable by the Purchaser on Closing, the Receiver shall: (a) issue forthwith its Receiver's Certificate concurrently to the Debtor and the Purchaser, at which time the Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Receiver's Certificate with the Court (and shall provide confirmation of such filing to the Vendor and the Purchaser). In regard to the foregoing, the Receiver will be relying exclusively on the basis of the certificates to be provided as per this Section 6.5 and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) *Incorporation and Power.* The Purchaser is a corporation duly incorporated under the Applicable Laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such Applicable Laws.
- (b) *Due Authorization.* The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other Applicable Laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (d) *Financial Ability.* The Purchaser has the financial ability through its own resources or through financing that has been arranged with a recognized financial lending

institution, to close the Transaction contemplated herein and pay the balance of the Purchase Price, the Transfer Taxes on the Closing Date.

- (e) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser.
- (f) *Approvals.* No consent, waiver, authorization or approval of any Person and no notice or declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance of its obligations hereunder or thereunder.
- (g) *ETA.* The Purchaser is registered under Part IX of the *ETA* under registration no. 740948070RT0001.
- (h) *PST.* The Purchaser is registered for PST purposes under *The Provincial Sales Tax Act*, RSS 1978, c P-34.1, under registration no. _____.
- (i) *ICA.* The Purchaser is not a "non-Canadian" within the meaning of the *ICA*, or, if the Purchaser is a "non-Canadian", the Purchaser is a "WTO investor" within the meaning of the *ICA*.

7.2 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representation and warranties in connection with the purchase of the Purchased Assets:

- (a) *Authority to Sell:* Subject to obtaining the Approval and Vesting Order prior to Closing, on Closing the Vendor shall have the power and authority to sell the Purchased Assets, in accordance with the terms and conditions of this Agreement and the Approval and Vesting Order.
- (b) *Enforceability of Obligations.* Subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms.
- (c) *Brokers and Finders.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Vendor.
- (d) *ITA.* The Vendor is not a non-resident of Canada for purposes of the *ITA*.

- (e) *ETA*. The Vendor is registered for GST purposes under Part IX of the *ETA*.

7.3 Survival of Representations and Warranties.

The representations and warranties of the Purchaser and Vendor contained in Sections 7.1 and 7.2, respectively, or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive the Closing for three (3) months.

7.4 “As is, Where is”.

The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an “as is, where is” basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same, save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Alberta), *The Sale of Goods Act* (Saskatchewan), or similar legislation do not apply hereto and have been waived by the Purchaser. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor with respect to the Purchased Assets or otherwise relating to the Transactions has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall be under no obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser’s responsibility to take possession of the Purchased Assets. Without limiting the generality of the foregoing:

- (a) the Vendor has made no representation or warranty as to any regulatory approvals, licences, permits, consents or authorizations, including the Permits and Licences, that may be needed to complete the Transactions or to operate or carry on the business of the Debtor or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (b) all written and oral information or data obtained from the Receiver and the Vendor, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain “data rooms”, management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets, and the business of the Debtor has been obtained for the convenience of the Purchaser only, and the Receiver and the Vendor have made no representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;

- (c) any information or data regarding or describing the Purchased Assets or the business of the Debtor or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Receiver, the Vendor or any other Person concerning the completeness or accuracy of such information or descriptions;
- (d) except as otherwise expressly provided in this Agreement, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Receiver or any employee of the Receiver of any of the Receiver's pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Vendor expressly set forth in Section (g). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights; and
- (e) this Section 7.4 shall not merge on Closing and is deemed incorporated by reference in all Closing documents and deliveries.

ARTICLE 8 TERMINATION

8.1 Termination by the Parties

This Agreement may be terminated by such Parties listed below provided that the Party terminating the Agreement is not in breach of its obligations hereunder:

- (a) upon the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Receiver or approval of the Court;
- (b) pursuant to Section 6.1 by the Purchaser;
- (c) pursuant to Section 6.2 by the Vendor; and
- (d) pursuant to Section 6.3 by either Party.

8.2 Effect of Termination

- (a) If this Agreement is terminated pursuant to Section 8.1(a) or Section 8.1(d), all the obligations of both the Vendor and the Purchaser pursuant to this Agreement shall be at an end and the Purchaser shall be entitled to have the Deposit returned without interest and without deduction;

- (b) if this Agreement is terminated pursuant to Section 8.1(b), the Vendor shall return the Deposit to the Purchaser forthwith, without interest and without deduction, and the Purchaser acknowledges and agrees that it shall have no further rights or remedies against the Vendor arising out of the termination of this Agreement;
- (c) if this Agreement is terminated pursuant to Section 8.1(c), the Deposit shall be forfeited to the Vendor as liquidated damages and the Vendor shall have the right to pursue any other rights and remedies against the Purchaser available at law or in equity; and
- (d) if this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties, other than those outlined in Section 8.2(a) through (c), will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Section 4.5 (Transaction Personal Information), Section 4.8 (Indemnity), Section 8.2 (Effect of Termination), Section 9.2 (Expenses), Section 9.3 (Announcements), Section 9.4 (Notices), Section 9.8 (Entire Agreement), Section 9.10 (Severability), Section 9.13 (*Receiver's Capacity*), Section 9.14 (Governing Law), Section 9.15 (*Dispute Resolution*), Section 9.16 (*Attornment*), 9.17 (*Successors and Assigns*), 9.18(*Assignment*), and 9.19 (*Third Party Beneficiaries*), which shall survive such termination.

ARTICLE 9 GENERAL

9.1 Further Assurances.

Each Party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.

9.2 Expenses.

Except as otherwise provided herein, each Party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transaction contemplated by this Agreement and for the payment of any broker's commission, finder's fee, legal fees, bankers, investment bankers or like payment payable by it in respect of the Transaction.

9.3 Announcements.

While the Vendor may in its sole discretion seek a sealing order with respect to the Purchase Price for a limited period of time subsequent to Closing, the Vendor shall be entitled to disclose this Agreement and all information provided by the Purchaser in connection herewith may be disclosed to the Court and to parties of interest in the Receivership Proceedings and a copy of this Agreement may be posted on the Receiver's website maintained in connection with the Receivership Proceedings, but all such posted or provided information, including this Agreement, shall only be

so posted or provided on a redacted basis unless otherwise agreed by the Purchaser, with such redacted versions to be approved by the Purchaser prior to any such disclosure, posting or provision. Notwithstanding anything to the contrary in this Agreement, unless such information is otherwise publicly disclosed or, upon the advice of counsel, required by Applicable Law or by any Governmental Authority to be disclosed (including in any Tax Returns), neither the Vendor, the Purchaser nor the Receiver shall disclose the quantum of the Purchase Price without the prior written consent of the Vendor and the Purchaser.

9.4 Notices.

- (a) Any notice, certificate, consent or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax, e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

- (i) if to the Vendor, to:

BDO Canada Limited
110- 5800 2nd Street SW
Calgary, Alberta T2H 0H2

Attention: Marc Kelly
Email: makelly@bdo.com

with a copy to:

MLT Aikins LLP
2100 Livingston Place
222, 3rd Avenue Calgary, Alberta T2P 0B4
Attention: Ryan Zahara
Email: rzahara@mltaikins.com

- (ii) if to the Purchaser, to:

GP Acres Grain Inc.
c/o Adroit Overseas Enterprises Ltd.
#512 13737 - 96th Ave
Surrey, British Columbia, V3V 0C6
Attention: Dan Burneski
Fax: (604) 909-4855
Email: dan@adroitoverseas.com

With a copy to:

McDougall Gauley LLP
1500 – 1881 Scarth Street
Regina, SK S4P 4K9
Attention: Dion E. Tchorzewski
Email: dtchorzewski@mcdougallgauley.com

- (b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth (5th) Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.
- (c) Any Party may from time to time change its address under this Section 9.4(c) by notice to the other Party given in the manner provided by this Section.

9.5 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

9.6 Post-Closing Wind-Up of Receivership Proceedings

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to restrict in any way the rights of the Receiver's to distribute any of the assets of the Vendor, or otherwise wind up the Receivership Proceedings as it may determine in its sole discretion after the Closing, even if doing so may impair the Vendor's ability to provide or perform any further cooperation, assistance or further assurances as may otherwise be provided under this Agreement.

9.7 Time Periods.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

9.8 Entire Agreement.

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the

Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

9.9 Amendments and Waiver.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and the Vendor. The Vendor and the Purchaser may consent to any such amendment at any time prior to the Closing with the requisite corporate authorization. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.11 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

9.12 Language.

The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language.

9.13 Receiver's Capacity.

The Purchaser acknowledges and agrees that the Receiver acting in its capacity as Court-appointment receiver of all the assets, undertakings, and properties of the Debtor, will have no liability in connection with this Agreement whatsoever in its capacity as Receiver, in its personal or corporate capacity or otherwise.

9.14 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

9.15 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of this Section 10.15, such dispute shall be determined by the Court within the Receivership Proceedings, or by such other Person or in such other manner as the Court may direct. Without prejudice to the ability of any of the Vendor or the Purchaser to enforce this Agreement in any other proper jurisdiction, the Purchaser and the Vendor irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.

9.16 Attornment

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement must be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Province of Alberta on any jurisdictional basis, including forum non convenience; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.16. Each Party agrees that service of process on such Party as provided in Section 9.4 shall be deemed effective service of process on such Party.

9.17 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.18 Assignment.

This Agreement may not be assigned by the Purchaser except with the prior written consent of the Vendor, which consent shall not be unreasonably withheld or delayed.

9.19 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns or as specifically referred to herein.

9.20 Counterparts.

This Agreement may be executed in counterparts including by way of stamp signature or DocuSign signature duly authorized by the signatory Parties, and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile or email transmission or by electronic delivery in portable document format (“**.pdf**”) or tagged image file format (“**.tif**”), shall be equally effective as delivery of a manually executed counterpart hereof.

[signature page to follow]

IN WITNESS WHEREOF the Purchaser has executed this Agreement.

GP ACRES GRAIN INC.

By: _____


Mamta Agrawal
President

ACCEPTANCE

The Vendor hereby accepts the above and agrees to and with the Purchaser to duly complete the sale of the Purchased Assets on the terms and conditions above mentioned and to observe and perform the covenants and undertakings therein set out.

DATED as of this 3rd day of September, 2021.

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of all the assets, undertakings and properties of WA Grain Holdings Inc., 1309497 Alberta Ltd., (o/a WA Grain & Pulse Solutions), New Leaf Essentials (West) Ltd., and 1887612 Alberta Ltd. and not in its personal capacity and without personal or corporate liability

By: _____


Name: Anna Koroneos, CIRP, LIT

Title: Vice President

SCHEDULE "A"
FORM OF APPROVAL AND VESTING ORDER

(see attached)

SCHEDULE "B"
PURCHASED ASSETS

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"
LANDS

Pambrun Lands:

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

Legal Description: Surface Parcel #143311351
Blk/Par K Plan No 91SC00056 Extension 0
As described on Certificate of Title 97SC15114A

Ponteix Lands:

Civic Address: Railway Avenue E
Ponteix, SK S0N1Z0

Legal Descriptions: Surface Parcel #145779261
Lot K Plan No 75SC00405 Extension 0
As described on Certificate of Title 00SC12540C

Surface Parcel #145779283
Lot L Plan No 75SC00405 Extension 0
As described on Certificate of Title 00SC12540C

Surface Parcel #145779306
Lot M Plan No 75SC00405 Extension 0
As described on Certificate of Title 00SC12540C

Surface Parcel #145779328
Lot N Plan No 75SC00405 Extension 0
As described on Certificate of Title 00SC12540C

Vanguard Lands:

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

Legal Descriptions: Surface Parcel #145841902
Blk/Par E Plan No 75SC02514 Extension 0
As described on Certificate of Title 01SC01348

Surface Parcel #145841913
Blk/Par F Plan No 75SC02514 Extension 0
As described on Certificate of Title 01SC01348

Surface Parcel #145841924
Blk/Par G Plan No 75SC02514 Extension 0
As described on Certificate of Title 01SC01348

Surface Parcel #145841935
Blk/Par H Plan No 75SC02514 Extension 0
As described on Certificate of Title 01SC01348

Surface Parcel #146379853
Lot K Plan No 01SC08159 Extension 0
As described on Certificate of Title 01SC08160

SCHEDULE "D"
PERMITTED ENCUMBRANCES

CNV Certificate of Chief Engineer
Holder: Saskatchewan Water Corporation
Int. Register #: 104998898

CNV Caveat
Holder: The Pambrun Conservation and Development Area Authority
Int. Register #: 104998900

Easement Non-Mutual
Holder: The Current Dominant Tenement
Int. Register #: 120435319

Easement Mutual
Holder: The Current Dominant Tenement
Int. Register #: 120435320

CNV Easement
Holder: Canadian Pacific Limited
Int. Register #: 104928969

CNV Easement
Holder: Town of Ponteix
Int. Register #: 104961157

CNV Caveat
Holder: Canadian Pacific Railway Company
Int. Register #: 104928970

CNV Easement
Holder Canadian Pacific Limited
Int. Register #: 104961157

CNV Caveat
Holder: Canadian Pacific Railway Company
Int. Register #: 104961124

CNV Easement
Holder: Canadian Pacific Limited
Int. Register #: 105327042

SCHEDULE "E"
ALLOCATION OF PURCHASE PRICE

(See attached)

APPENDIX “D”

Appendix "D"

Commodity	CGC calculated PER amount (net of splits)	Add back: split amount	Calculated PER Amount (Including splits)	Deduct: PER Levies	Estimated eligible PER Amount (Net)	Less PER Splits payable 100%	PER less splits and levies	Like Grain \$ value available	Like Grain % payable on commodity	Total payable by Receiver for PER Like Grain and Splits
254- Chickpeas Feed	\$114,176	\$1,764	\$115,940	\$830	\$115,109	\$1,764	\$113,345	\$113,345	100.0%	\$115,109
258 - Chickpea Mixed	\$1,706,610	\$38,723	\$1,745,333	\$12,512	\$1,732,820	\$38,723	\$1,694,097	\$140,610	8.3%	\$179,333
312- Fababeans 2CW	\$39,797	\$552	\$40,349	\$303	\$40,046	\$552	\$39,494	\$0	0.0%	\$552
319 - Fababeans Feed	\$128,695	\$208	\$128,903	\$2,273	\$126,630	\$208	\$126,422	\$63,477	50.2%	\$63,685
351 - Flaxseed Brown 1CW	\$51,238	\$0	\$51,238	\$157	\$51,080	\$0	\$51,080	\$51,080	100.0%	\$51,080
412- Lentils Laird 2CW Large	\$854,938	\$0	\$854,938	\$6,055	\$848,883	\$0	\$848,883	\$341,166	40.2%	\$341,166
422- Richlea Lentils 2CW Med GR	\$95,970	\$0	\$95,970	\$675	\$95,295	\$0	\$95,295	\$0	0.0%	\$0
432- Lentils French Green 2CW	\$26,501	\$0	\$26,501	\$186	\$26,315	\$0	\$26,315	\$0	0.0%	\$0
442- Lentils Red 2CW	\$405,511	\$0	\$405,511	\$2,877	\$402,634	\$0	\$402,634	\$305,720	75.9%	\$305,720
452, 453 Lentils Feed (red/undetermined)	\$47,991	\$0	\$47,991	\$360	\$47,631	\$0	\$47,631	\$47,631	100.0%	\$47,631
461- Lentils Eston 2CW GR	\$66,312	\$0	\$66,312	\$467	\$65,846	\$0	\$65,846	\$0	0.0%	\$0
470 - Mustard Brown 1CW	\$1,141	\$0	\$1,141	\$6	\$1,135	\$0	\$1,135	\$1,135	100.0%	\$1,135
610 - Maple Peas #2	\$128,049	\$649	\$128,697	\$919	\$127,778	\$649	\$127,130	\$34,427	27.1%	\$35,075
612- Yellow Peas (#2 and #3)	\$128,898	\$1,250	\$130,147	\$360	\$129,787	\$1,250	\$128,537	\$128,537	100.0%	\$129,787
632- Peas Large Rd Gr 2CG	\$1,366,119	\$18,615	\$1,384,734	\$10,476	\$1,374,258	\$18,615	\$1,355,643	\$54,904	4.1%	\$73,518
635 - Peas Large Rd Gr 5% BL 2CG	\$186,871	\$1,175	\$188,046	\$1,410	\$186,636	\$1,175	\$185,460	\$27,559	14.9%	\$28,735
636/637- Peas Large Rd (10%/15% BL 2CG)	\$158,408	\$1,390	\$159,798	\$1,198	\$158,599	\$1,390	\$157,209	\$0	0.0%	\$1,390
643, 640, 642- Peas Feed (all types included)	\$361,094	\$0	\$361,094	\$2,703	\$358,392	\$0	\$358,392	\$138,447	38.6%	\$138,447
Totals all PER commodities	\$5,868,318	\$64,326	\$5,932,643	\$43,768	\$5,888,876	\$64,326	\$5,824,550	\$1,448,039		\$1,512,364

APPENDIX “E”

Appendix "D"

WA Grain & Pulse Solutions et. al
Combined Statement of Receipts and Disbursements
April 26, 2021 to August 26, 2021

Receipts

Cash (bank)	\$	1,062,014
Accounts receivable		4,528,602
Sale of inventory offsite		780,128
Sale of inventory- Bridge Agri		2,736,939
Sale of inventory - Slemon, PEI		701,247
GST/HST collected		19,873
Sale of assets other		4,982
Miscellaneous refunds		1,346

Total Receipts	\$	9,835,132
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Disbursements

Independent contractors	188,101
Pre receivership payroll	159,206
Pre receivership storage payments	144,517
Receiver's fees	126,107
M&A - BDO LLP	120,669
Repairs and maintenance	74,128
Freight	65,093
Insurance	59,012
Property tax	54,238
Taking possession, security	46,636
Utilities	36,636
GST/HST paid	30,742
Legal fees	28,958
ESA- Pinchin	21,318
Computer services	15,186
Occupation rent/lease	13,381
Advertisement- Globe/Sale of assets	10,220
Bank charges/other	3,190
Licence - Grain Commission	2,632
Filing fees	365
Courier	221

Total Disbursements	\$	1,200,556
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Receipts over disbursements	\$	8,634,576
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