

COURT FILE NUMBER 2101-05682

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ATB FINANCIAL

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

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

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

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



DATE ON WHICH ORDER WAS PRONOUNCED: SEPTEMBER 23, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE DARIO

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

agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Global Food and Ingredients Inc., via GFI LP or its other designated nominee (collectively, the "**Purchaser**") dated August 5, 2021 and appended in full in Confidential Appendix 1 of the Second Report of the Receiver dated September 10, 2021 (the "**Second Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets, including but not limited to the Purchased Assets listed in **Schedule "B"** hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all

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

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

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

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

- (a) for the lands legally described as:

PLAN 2369JK
 THE SEWER POND AND NUISANCE GROUND SITE
 WITHIN SW - 23 - 34 - 1 - W5M
 CONTAINING 8.195 HECTARES (20.26 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

the Registrar of Land Titles shall and is hereby authorized, requested and directed to forthwith discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order;

- (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control

of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
12. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

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

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

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: <https://www.bdo.ca/en-ca/extranets/wagrainholdings/>
- and service on any other person is hereby dispensed with.
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta

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

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

RECITALS

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

- B. Pursuant to an Order of the Court dated September 23, 2021, the Court approved the agreement of purchase and sale made as of August 5, 2021 (the “**Sale Agreement**”) between the Receiver and Global Food and Ingredients Inc., via GFI LP or its other designated nominee (collectively, the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

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

BDO Canada Limited in its capacity as Receiver of the undertakings, property and assets of W.A. Grain Holdings Inc., 1309497 Alberta Ltd., o/a W.A. Grain & Pulse Solutions, 1887612 Alberta Ltd., New Leaf Essentials (West) Ltd. and new Leaf Essentials (East) Ltd., and not in its personal or corporate capacity.

Per: _____
Name:
Title:

Schedule "B" – Purchased Assets

<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 conveyer		
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 conveyer		
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 Overhead 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>Purchased</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 Al Mills	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/scree nings	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 Grain bin	Optimum Feeds	Dec-20	Y	1936-16-25/40XWPCHDKY
	1620-55 Grain bin	Optimum Feeds	Dec-20	Y	1937-16-20/55XWCHDKV

Schedule "C" – Encumbrances**To be discharged from Certificate of Title No. 150Y177:**

Instrument Number	Registration Date	Interest
161 111 200	May 12, 2016	Caveat Re: Agreement Charging Land Caveator – Alberta Treasury Branches
171 179 739	August 14, 2017	Caveat Re: Agreement Charging Land Caveator – Alberta Treasury Branches

Schedule "D" – Permitted Encumbrances

To remain on Certificate of Title 150Y177

Instrument Number	Registration Date	Interest
20EO	September 14, 1935	Utility Right of Way Grantee – Calgary and Edmonton Railway
495IY	October 30, 1963	Caveat Caveator – Red Deer County
891 089 370	May 18, 1989	Agreement "Agreement Under Land Conservation and Reclamation Act"
981 300 646	September 29, 1998	Caveat Re: Right of Way Agreement Caveator – Red Deer County
121 281 129	October 26, 2012	Utility Right of Way Grantee – Foothills Natural Gas Co-op Ltd.