

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	APPLICATION
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: 128056.00003

NOTICE TO RESPONDENTS: Service List attached hereto as **Schedule "A"**.

This application is made against you. You are the respondent.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the application is heard as shown below:

Date:	September 23, 2021
Time:	2:00p.m.
Where:	Calgary Law Courts – via WebEx
Before Whom:	The Honourable Justice Dario

Go to the end of this document to see what else you can do and when you must do it.

Remedy Claimed or Sought:

1. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Second Report dated September 10, 2021 (the "**Second Report**") and the Confidential Appendices to the Second Report (the "**Confidential Appendices**") of BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the Debtors, W.A. Grain Holdings Inc., 1309497 Alberta Ltd. (o/a W.A. Grain & Pulse Solutions) ("**130 Alberta**"), New Leaf Essentials (West) Ltd., New Leaf Essentials (East) Ltd. and 1887612 Alberta Ltd. (collectively, "**WA Grain**" or the "**Company**").
2. The Receiver respectfully seeks the following from this Honourable Court:
 - (a) an Order substantially in the form of **Schedule "B"** hereto (the "**GFI Sale Approval and Vesting Order**");
 - (i) abridging, if necessary, the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient;
 - (ii) approving the proposed sale transaction of 130 Alberta's grain processing plant located in Bowden, Alberta (the "**Bowden Plant**") pursuant to the terms of the Asset Purchase Agreement (the "**GFI APA**") between the Receiver and Global Food and Ingredients Inc. ("**GFI**"), a redacted copy of which is attached in Appendix "A" and in full in Confidential Appendix 1 to the Second Report;
 - (iii) authorizing and directing the Receiver to take all steps reasonably required to carry out the terms of the GFI APA;
 - (iv) vesting title to the Purchased Assets (as described in the GFI APA) to GFI, or its nominee;
 - (v) granting leave to the Receiver to apply to this Court for advice and directions as may be necessary to carry out the terms of any Order granted at the within application;

- (b) an Order substantially in the form of **Schedule “C”** hereto (the “**237 Alberta Sale Approval and Vesting Order**”):
- (i) abridging, if necessary, the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient;
 - (ii) approving the proposed sale transaction of 130 Alberta’s grain processing plant and associated lands located in Bashaw, Alberta (the “**Bashaw Plant**”) pursuant to the terms of the Asset Purchase Agreement (the “**237 Alberta APA**”) between the Receiver and 2371394 Alberta Ltd. (“**237 Alberta**”), a redacted copy of which is attached in Appendix “B” and in full in Confidential Appendix 3 to the Second Report;
 - (iii) authorizing and directing the Receiver to take **all** steps reasonably required to carry out the terms of the 237 Alberta APA;
 - (iv) vesting title to the Purchased Assets (as defined in the 237 Alberta APA) to 237 Alberta, or its nominee;
 - (v) granting leave to the Receiver to apply to this Court for advice and directions as may be necessary to carry out the terms of any Order granted at the within application;
- (c) an Order substantially in the form of **Schedule “D”** hereto:
- (i) abridging, if necessary, the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient;
 - (ii) approving the proposed sale transaction of 130 Alberta’s grain processing plants and associated lands located in Vanguard, Saskatchewan, Ponteix, Saskatchewan, and Pambrun, Saskatchewan (the “**Saskatchewan Plants**”) pursuant to the terms of the Asset Purchase Agreement (the “**GP**

Acres APA) between the Receiver and GP Acres Grain Inc. (**GP Acres**), as appended in Confidential Appendix 5;

- (iii) authorizing and directing the Receiver to take all steps reasonably required to carry out the terms of the GP Acres APA;
 - (iv) vesting title to the Purchased Assets (as described in the GP Acres APA) to GP Acres, or its nominee;
 - (v) granting leave to the Receiver to apply to this Court for advice and directions as may be necessary to carry out the terms of any Order granted at the within application;
- (d) an Order substantially in the form of **Schedule “E”** hereto sealing the Confidential Appendices;
- (e) an Order substantially in the form of **Schedule “F”** hereto:
- (i) approving the actions of the Receiver taken in these Receivership proceedings and as outlined in the Second Report;
 - (ii) approving the Receiver’s interim statement of receipts and disbursements;
 - (iii) approving the accounts of the Receiver and its legal counsel, MLT Aikins LLP; and
- (f) such further and other relief as the circumstances may require and as this Honourable Court shall deem appropriate.

Grounds for Making the Application:

Background

3. WA Grain purchased grain from producers or resellers for its processing plants located in Alberta, Saskatchewan and Prince Edward Island. WA Grain would clean and process the grain products and then sell them across Canada, the United States, the Middle East and

Asia. WA Grain's grain products included green and yellow peas, chickpeas and lentils for human consumption and pet food.

4. WA Grain owns and operates six grain processing plants in Vanguard, Saskatchewan; Ponteix, Saskatchewan; Pambrun, Saskatchewan; Bashaw, Alberta; Bowden, Alberta; and Slemon, Prince Edward Island (collectively, the "**Processing Plants**"). Other than the plant located in Prince Edward Island, the Processing Plants are regulated by the Canadian Grain Commission (the "**CGC**").
5. Through 130 Alberta, WA Grain held Primary Elevator Licences and Grain Dealer Licences at each Processing Plant (collectively, the "**Grain Licences**").
6. On April 19, 2021, the CGC suspended all of the Grain Licences until April 30, 2021, restricting any movement of inventory onto or off of the Processing Plants and their respective grain elevators.
7. On April 26, 2021, the Receiver was appointed the receiver and manager over all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof of the Debtors as set out in the April 26, 2021 receivership order of Justice Mah of the Alberta Court of Queen's Bench (the "**Receivership Order**").
8. On April 30, 2021, the CGC granted 130 Alberta, through the Receiver, short term Grain Licences allowing it to remove, but not accept, inventory at the Processing Plants regulated by the CGC. The CGC further stipulated, and the Receiver agreed, that the Receiver would maintain the proceeds for all inventory sold at any location, including third party locations, and elevators not regulated by the CGC, in trust.

Sale and Solicitation Process

9. On June 10, 2021, Justice Lema approved the Receiver's proposed sale and solicitation process ("**SSP**"), as set out in the sale and solicitation process Order (the "**SSP Order**").

10. The SSP Order provided for the following timeline:
 - (a) non-binding letters of intent were to be submitted to the Receiver by July 9, 2021;
 - (b) the Receiver would select “Phase 2 Qualified Bidders” by July 16, 2021; and
 - (c) Qualified Bidders were to submit offers by August 6, 2021.

11. The Receiver implemented the SSP by:
 - (a) contacting 165 prospective purchasers to purchase, individually or together, the Bashaw Plant, the Bowden Plant and the Saskatchewan Plant;
 - (b) preparing and issuing an initial offering summary (the “Teaser”);
 - (c) preparing and posting an advertisement notifying the public of the SSP in the national edition of *The Globe and Mail* on June 15, 2021;
 - (d) preparing a non-disclosure agreement (“NDA”) and distributing a copy of the NDA to each prospective purchaser that requested additional information;
 - (e) reviewing 57 executed NDAs from prospective purchasers;
 - (f) preparing and distributing a confidential information memorandum (“CIM”) to all parties who executed NDAs;
 - (g) preparing an electronic data room to facilitate the due diligence process, which contained the Teaser and CIM, financial information related to the Processing Plants, plant-specific documents such as leases, appraisals and environmental site assessments, and a template agreement of purchase and sale;
 - (h) solicited and assessed letters of intent (“LOI”) to determine which prospective purchasers would be invited to continue through the SSP and be deemed “Phase 2 Bidders”;

- (i) considering the proposed purchase price, conditions associated with the bid, factors that would affect certainty of closing the transaction, and the likelihood and timing of the proposed transactions;
- (j) coordinating site visits with Phase 2 Bidders;
- (k) assisting Phase 2 Bidders with completing their due diligence, including by coordinating meetings with Phase 2 Bidders and relevant stakeholders; and
- (l) reviewing and assessing binding Asset Purchase Agreements (“**APAs**”) received by August 6, 2021 (the “**Binding APA Deadline**”).

GFI APA

12. At the date of the Binding APA Deadline, GFI submitted the GFI APA, and the Receiver ultimately agreed to accept the GFI APA in light of the following factors:
- (a) GFI’s offer was the highest received for the Bowden Plant;
 - (b) the GFI APA was only conditional upon GFI entering into a satisfactory leasing agreement with the Town of Bowden and Court approval;
 - (c) before the Receiver accepted the GFI APA, GFI and the Town of Bowden confirmed they had agreed that GFI would purchase the lands from the Town of Bowden, and were working towards an agreement for purchase and sale that would be executed upon the closing of the GFI APA transaction;
 - (d) GFI paid a significant deposit to the Receiver; and
 - (e) ATB Financial (“**ATB**”), as the principal secured creditor with respect to the Bowden Plant, supports the Receiver’s recommendation to enter into the GFI APA, subject to the Court’s approval.

237 Alberta APA

13. As it became apparent that the Bowden Plant and Bashaw Plant would be sold separately, the Receiver requested that prospective purchasers seeking to purchase both the Bowden Plant and Bashaw Plant allocate the price attributable to the Bashaw Plant.
14. The Receiver also contacted a Phase 2 Bidder with interest only in the Bashaw Plant, but who did not submit an APA by the Binding APA Deadline, and advised if it was interested to provide an APA with a purchase price and deposit. 237 Alberta provided the 237 Alberta APA and a deposit shortly thereafter.
15. Upon review, the Receiver agreed to accept the 237 Alberta APA in light of the following factors:
 - (a) 237 Alberta's offer was the highest and best offer received for the Bashaw Plant;
 - (b) the 237 Alberta APA was only conditional on the Court's approval;
 - (c) 237 Alberta provided a significant deposit to the Receiver; and
 - (d) ATB, as the principal secured creditor with respect to the Bashaw Plant, supported the Receiver's recommendation to enter into the 237 Alberta APA, subject to the Court's approval.

GP Acres APA

16. At the date of the Binding APA Deadline, GP Acres submitted an APA for the Saskatchewan Plants, with an allocation of price for the plants individually located in Pambrun, Saskatchewan; Ponteix, Saskatchewan; and Vanguard, Saskatchewan.
17. Upon review, the Receiver agreed to accept the GP Acres APA in light of the following factors:
 - (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 a Phase II environmental assessment that was pending;
- (c) the GP Acres APA was only conditional on the Court's approval;
- (d) GP Acres paid a significant deposit to the Receiver; and
- (e) the primary secured creditors, Farm Credit Canada ("**FCC**") and ATB, support the Receiver's recommendation to enter into the GP Acres APA, subject to the Court's approval.

Approval of Proposed APAs

- 18. The Receiver respectfully requests that the GFI APA, the 237 Alberta APA, and the GP Acres APA (collectively, the "**Proposed APAs**") be approved by this Court.
- 19. The transactions under the Proposed APAs collectively include the following:
 - (a) all tangible personal property;
 - (b) the benefit of all assigned contracts, if any;
 - (c) the benefit of a real property lease, if applicable, or the transfer of real property; and
 - (d) books and records, where available.
- 20. All Proposed APAs include a closing date of September 28, 2021 (the "**Closing Date**"), subject to the Court's approval, and the balance of the purchase price is to be paid on the Closing Date.
- 21. The Receiver is of the view that the Proposed APAs are fair and reasonable in the circumstances, and recommends that the Court approve the Accepted APAs for the following reasons:
 - (a) the Processing Plants were widely marketed pursuant to the Court-approved SSP;

- (b) the offers from GFI, 237 Alberta and GP Acres (collectively, the “**Purchasers**”) are unconditional, except for obtaining Court approval, and the GFI condition of obtaining a lease with the Town of Bowden is satisfied by their proposed agreement for GFI to purchase the lands from the Town of Bowden;
- (c) the offers from the Purchasers were the highest offers received for the respective grain processing plants, and the Receiver is of the view that they will result in the highest return to the stakeholders;
- (d) the Purchasers each provided significant deposits; and
- (e) ATB supports the Accepted APAs, and FCC supports the GP Acres APA.

Sealing Order

- 22. The Receiver seeks a Sealing Order until further order of the Court with respect to the Confidential Appendices, as they contain commercially sensitive information, the release of which prior to the completion of the transactions contemplated in the Proposed APAs would prejudice the stakeholders of WA Grain if the contemplated transactions did not close.

Approval of Receiver’s Activities to Date

- 23. All of the actions of the Receiver and its legal counsel in the course of the administration of the receivership of the Debtors are reasonable and appropriate in the circumstances.
- 24. The Receiver relies on such further and other grounds in support of its Application as counsel may advise and this Honourable Court may permit.

Material or Evidence To Be Relied Upon:

- (a) The Second Report of the Receiver dated September 10, 2021;
- (b) The Confidential Appendices to the Second Report of the Receiver dated September 10, 2021;
- (c) The SSP Order granted on June 10, 2013;

- (d) The Receivership Order granted by Justice Mah on April 26, 2021;
- (e) All pleadings, affidavits and other materials filed in this action;
- (f) The inherent jurisdiction of this Honourable Court to control its own process; and
- (g) Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- (a) Rules 6.3, 6.28, 6.47, 11.27 and 13.5 of the *Alberta Rules of Court*.

Applicable Acts and Regulations:

- (a) The *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended.

How the Application is Proposed to be Heard or Considered:

- (a) Via WebEX before the Honourable Justice Dario.

WARNING TO THE RESPONDENT:

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

Schedule "A" – Service List

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 WA 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

SERVICE LIST

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:

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 Calgary, Alberta T2P 0B4
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 Attention: Ryan Zahara
 File: 128056.00003

Updated September 13, 2021

PARTY	ROLE	SERVICE VIA
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<p>CWB NATIONAL LEASING INC. 1525 Buffalo Place Winnipeg, MB R3T 1L9</p> <p>Fax: 204-954-9099</p>		Mail
<p>FARM CREDIT CANADA 2nd Floor, 12040 – 149 Street NW Edmonton, AB T5V 1P2 Fax: 780-495-5665</p> <p>Attention: Jay Penner Jay.Penner@fcc-fac.ca</p>	<p><i>Counsel for Farm Credit Canada</i></p> <p>MILLER THOMSON LLP 3000, 700-9th Avenue SW Calgary, AB T2P 3V4</p> <p>Nicole T. Taylor-Smith ntaylorsmith@millerthomson.com</p>	Email
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<p>THE GUARANTEE COMPANY OF NORTH AMERICA 402-260 Hearst Way Kanata, ON K2L 3H1</p>	<p><i>Counsel for the Guarantee Company of North America</i></p> <p>McKercher LLP 374 Third Avenue South Saskatoon, SK S7K 1M5</p> <p>Attention: Colin Ouellette c.ouellette@mckercher.ca</p>	Email

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<p>CANADIAN GRAIN COMMISSION / GOVERNMENT OF CANADA Head, Licensing, Industry Services</p> <p>Attention: Lorena Morales lorena.morales@grainscanada.gc.ca</p>	<p><i>Counsel for Canadian Grain Commission</i></p> <p>Department of Justice of Canada Prairie Region – National Litigation Sector 300, 10423 – 101 Street NW Edmonton, AB T5H 0E7</p> <p>Rolinda Mack Rolinda.Mack@justice.gc.ca</p>	<p>Email</p>
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<p>2371394 Alberta Ltd.</p>	<p><i>Counsel for 2371392 Alberta Ltd.</i></p> <p>Song Law Office Suite 203, 301-14 Street NW Calgary, AB T2N 2A1</p> <p>Daniel Song daniel@songlaw.ca</p>	<p>Email</p>
<p>Global Food and Ingredients Inc.</p>	<p><i>Counsel for Global Food and Ingredients Inc.</i></p> <p>McMillan LLP 1700-421 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Kourtney Rylands Kourney.Rylands@mcmillan.ca</p>	<p>Email</p>
<p>GP Acres Grain Inc. c/o Adroit Overseas Enterprises Ltd.</p>	<p><i>Counsel for GP Acres Grain Inc. c/o Adroit Overseas Enterprises Ltd.</i></p> <p>McDougall Gauley LLP 1500-1881 Scarth Street Regina, SK S4P 4K9</p> <p>Dion E. Tchorzewski dtchorzewski@mcdougallgauley.com</p>	<p>Email</p>

Schedule "B" – GFI Sale Approval and Vesting Order

COURT FILE NUMBER 2101-05682

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

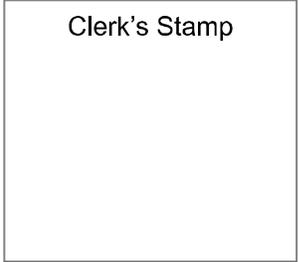
PLAINTIFF ATB FINANCIAL

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

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

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
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 and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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 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.

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 Plateform 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	1936-16-25/40XWPCCHKY
	1620-55 Grain bin	Optimum Feeds	Dec-20	Y	1937-16-20/55XWCHKV

Schedule "C" – Encumbrances

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

None.

Schedule "C" – 237 Alberta Sale Approval and Vesting Order

COURT FILE NUMBER 2101-05682

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ATB FINANCIAL

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

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

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
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

asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and 2371394 Alberta Ltd. (the “**Purchaser**”) dated August 30, 2021 and appended in full in Confidential Appendix 3 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 Asset Purchase Agreement and **Schedule “B”** (the “**Purchased Assets**”);

AND UPON HAVING READ the Receivership Order dated April 26, 2021 (the “**Receivership Order**”), the Second Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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 Asset Purchase 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 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) the Registrar of Land Titles (“**Land Titles Registrar**”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel existing Certificates of Title No. 202 149 251 for those lands and premises municipally described as 5111 – 48 Street, Bashaw, Alberta, TOB 0H0, and legally described as:

PLAN 8120619
 BLOCK 101
 LOT 4
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 0.812 HECTARES (2.01 ACRES) MORE OR LESS

(the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 2371394 Alberta Ltd.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Asset Purchase Agreement against the existing Certificate of Title to the Lands;
- (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 Asset Purchase 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 Asset Purchase Agreement.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from 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.
9. Except as expressly provided for in the Asset Purchase Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.

10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;

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

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

- 16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;

- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at: <https://www.bdo.ca/en-ca/extranets/wagrainholdings/>

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

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

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

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 asset purchase agreement made as of August 30, 2021 (the “**Asset Purchase Agreement**”) between the Receiver and 2371394 Alberta Ltd. (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 Asset Purchase 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 Asset Purchase 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 Asset Purchase Agreement;
2. The conditions to Closing as set out in section 6 of the Asset Purchase 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 capacity.

Per: _____

Name:

Title:

Schedule "B" – Purchased Assets

Lands:

Municipal address:

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

Certificate of Title No. 202 149 251

PLAN 8120619
BLOCK 101
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.812 HECTARES (2.01 ACRES) MORE OR LESS

Personal Property:

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
Corrugated 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" – Encumbrances

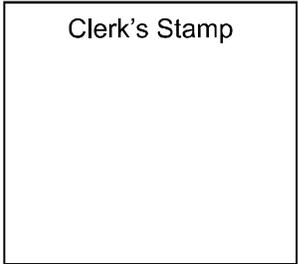
Instrument No.	Registration Date	Instrument
212 146 733	July 5, 2021	Receivership Order in favour of BDO Canada Limited
DRR No. C003FWZ	July 7, 2021	Caveat – Floating Charge over Lands in favour of ATB Financial

Schedule "D" – Permitted Encumbrances

Instrument No.	Registration Date	Instrument
812 059 686	March 17, 1981	Utility Right of Way Grantee – the Town of Bashaw As to Portion or Plan: 8120620

Schedule "D" – GP Acres Sale Approval and Vesting Order

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



DATE ON WHICH ORDER WAS PRONOUNCED: SEPTEMBER 23, 2021
LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE DARIO

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

“Debtors”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and GP Acres Grain Inc. (the “**Purchaser**”) dated September 3, 2021 and appended in full in Confidential Appendix 5 to the Second Report of the Receiver dated September 10, 2021 (the “**Second Report**”), and vesting in the Purchaser (or its nominee) the 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 and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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 [listed in **Schedule “B”** hereto] shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(collectively, the "**Real Property**")

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

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

- (b) the Registrar of the 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; and
 - (c) Upon delivery of the Receiver's Closing Certificate to the Purchaser, the Receiver shall be and is hereby authorized to effect such discharges or revisions in the Saskatchewan Personal Property Registry as may be reasonably required to conclude the Transaction.
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after

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

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

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

MISCELLANEOUS MATTERS

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

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

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

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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

COURT FILE NUMBER	2101-05682	Clerk's Stamp
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 September 3, 2021 (the “**Sale Agreement**”) between the Receiver and GP Acres Grain Inc., or its other designated nominee (collectively, the “**Purchaser**”) and provided for the vesting in the Purchaser of the 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]**.

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

Per: _____
Name:
Title:

Schedule "B" – Purchased Assets

REAL PROPERTY

Pambrun Lands:

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

Legal Land Description:

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

Ponteix Lands:

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

Legal Land Description:

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

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

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

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

Vanguard Lands:

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

Legal Land Description:

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

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

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

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

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

PERSONAL PROPERTY**Pambrun**

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

Ponteix:

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

Vanguard:

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

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

Schedule "C" – Encumbrances To Be Discharged

Pambrun Lands:

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

Ponteix Lands:

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

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

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

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

Vanguard Lands:

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

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

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

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

191039575	June 14, 2021	Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial
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Surface Parcel #146379853		
Interest Number	Registration Date	Instrument
172180065	August 25, 2015	Mortgage Value: \$5,500,000.00 Holder: Farm Credit Canada
180367241	October 24, 2017	Mortgage Value: \$8,000,000.00 Holder: Avrio Subordinated Debt General Partner II Ltd.
184163485	January 31, 2019	Mortgage Value: \$4,000,000.00 Holder: Intact Insurance Company
190849810	May 25, 2021	Court Order (Receivership Order) Holder: BDO Canada Limited
191039586	June 14, 2021	Miscellaneous Interest Floating charge over all present and after acquired real property of 1309497 Alberta Ltd. Holder: ATB Financial

Schedule "D" – Permitted Encumbrances

Pambrun Lands:

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

Ponteix Lands:

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

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

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

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

Vanguard Lands:

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

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

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

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

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

Schedule "E" – Sealing Order

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 **SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
Attention: Ryan Zahara
File: 0128056.00003

Clerk's Stamp

DATE ON WHICH THIS ORDER WAS PRONOUNCED: SEPTEMBER 23, 2021

LOCATION AT WHICH ORDER WAS MADE: CALGARY, ALBERTA

NAME OF THE JUDGE WHO MADE THIS ORDER: HONOURABLE JUSTICE DARIO

UPON THE APPLICATION (the "**Application**") of BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of all of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including all proceeds

thereof, 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 sealing certain confidential information, among other things; **AND UPON HAVING READ** the Application, the Receivership Order granted by Justice Mah on April 26, 2021 (the "**Receivership Order**"), the Second Report of the Receiver dated September 10, 2021 (the "**Second Report**"), the Confidential Appendices to the Receiver's Second Report dated September 10, 2021 (the "**Confidential Appendices**"), and the Affidavit of Service; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED THAT:

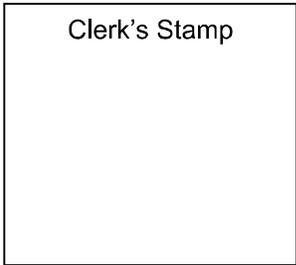
1. Part 6, Division 4 of the *Alberta Rules of Court* does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Appendices.
2. The clerk of the Court is hereby directed to seal the Confidential Appendices on the Court file until the earlier of:
 - i) an Order of this Court directs that the Confidential Appendices be filed in this Action;
or
 - ii) a Sale of the last of the Debtors' assets (the "**Assets**") by the Receiver has closed, and the Receiver files a receiver's certificate with the Clerk of the Court confirming a sale of the last of the Assets has closed.
3. The Clerk of the Court is hereby directed to seal the Confidential Supplement in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS. THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON COURT FILE 2101005682 PURSUANT TO THE ORDER ISSUED BY JUSTICE DARIO ON SEPTEMBER 23, 2021. THESE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL EARLIER OF AN ORDER OF THE COURT DIRECTING THAT THESE CONFIDENTIAL DOCUMENTS BE FILED OR AFTER THE FILING OF A FINAL RECEIVER'S CERTIFICATE FROM BDO CANADA LIMITED, IN ITS CAPACITY AS RECEIVER OF THE DEBTORS, CONFIRMING THAT THE CONFIDENTIAL DOCUMENTS MAY BE FILED.

The Honourable Justice Dario
Justice Of The Court Of Queen's Bench Of Alberta

Schedule "F" – Order Approving Receiver's Activities to Date

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 **ORDER APPROVING RECEIVER'S ACTIVITIES AND LEGAL FEES**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
Attention: Ryan Zahara
File: 128056.00003



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 and manager (the "**Receiver**") of all current and future assets, undertakings and property 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 Receiver’s activities to date, as set out in the Second Report of the Receiver dated September 10, 2021 (the “**Second Report**”) and the Confidential Appendices to the Second Report, dated September 10, 2021 (the “**Confidential Appendices**”);

AND UPON HAVING READ the Receivership Order dated April 26, 2021 of Justice Mah (the “**Receivership Order**”), the Second Report, the Confidential Appendices and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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 RECEIVER’S ACTIVITIES

2. The Receiver’s accounts for fees and disbursements, as set out in the Second Report, are hereby approved without the necessity of a formal passing of its accounts.
3. The accounts of the Receiver’s legal counsel, MLT Aikins LLP, for its fees and disbursements, as set out in the Second Report, are hereby approved without the necessity of a formal assessment of their accounts.
4. The Receiver’s activities as set out in the Second Report and in all of its other reports filed herein, are hereby ratified and approved.