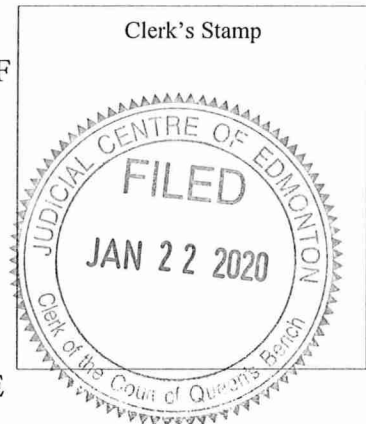


COURT FILE NUMBER: 1903 20042
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: MLS PROPERTY GROUP LTD.
DEFENDANTS: 1235962 ALBERTA LTD. f/k/a PERFORMANCE AG GROUP EVANSBURG LTD. f/k/a HAR-DE AGRI SERVICES INC., PERFORMANCE AG GROUP CALMAR LTD. f/k/a HAR-DE AGRI SERVICES CALMAR LTD. and HAR-DE AGRI SERVICES LTD.



DOCUMENT: **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8177
Fax: 780-423-2870
File No: 75782-7/SRO

NOTICE TO RESPONDENTS

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

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

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

Date: February 4, 2020
Time: 11:00 a.m.
Where: Law Courts, 1A Sir Winston Churchill Square, Edmonton
Before Whom: Justice D.R. Mah

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. An Order abridging the time for service of notice of this Application and the First Report of the Receiver (the “**First Report**”) to the time provided, if necessary, and an Order validating service upon the parties served or, alternatively, dispensing with service;
2. An Order approving the sales process and the activities of The Bowra Group Inc. (“**Bowra**” or “**the Receiver**”) set out in the First Report;
3. An Order i) approving the offer made by way of credit bid (the “**Offer**”) by the Plaintiff, MLS Property Group Ltd. (“**MLS**”) for the purchase of certain assets, properties and undertakings (the “**Assets**”) of the Defendant, 1235962 Alberta Ltd., (“**123 AB**”); ii) approving the sale of the Assets as defined in the Offer and set out in Schedule “A” of the Order (the “**Sale and Vesting Order**”) attached hereto as Schedule “A”; iii) authorizing the Receiver, for and on behalf of 123 AB, to execute and deliver the Asset Purchase Agreement contemplated by the Offer and the terms and conditions thereof to conclude the transaction contemplated thereby (the “**Sales Agreement**”); and iv) vesting title in the Assets in MLS, free and clear of all encumbrances, except permitted encumbrances;
4. An Order in the form attached hereto as Schedule “B”, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, declaring that the Confidential Appendices to the First Report be temporarily sealed until the closing of the proposed sale or until further order of the Court, or, in the alternative, a temporary restricted Court access Order or Sealing Order pursuant to Rule 6.28 sealing the Confidential Appendices until the Receiver concludes the sale of the Assets or until further Order of the Court;
5. An Order authorizing and directing the Registrar of the Alberta Land Titles Office to perform the various requirements under and pursuant to the Sale and Vesting Order notwithstanding the requirements of s. 191(1) of the *Land Titles Act*, RSA 2000, c L-4;
6. An Order declaring that service of any order or orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the service list shall constitute good and sufficient service of such orders and that no persons other than those on the service list are entitled to be served with a copy of such orders;
7. Such further and other relief as this Honorable Court deems just and appropriate.

Grounds for making this application:

8. Bowra was appointed as the Receiver of all of the current and future assets, undertakings and properties, including all proceeds thereof, of the Defendants, including 123 AB (the “**Property**”), by Order pronounced October 16, 2019 (the “**Receivership Order**”).
9. The Receivership Order authorizes and empowers the Receiver to market and solicit offers in respect of the Property or any part thereof with the approval of this Honourable

Court, and to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the same to a purchaser free and clear of any liens or encumbrances affecting such Property.

10. The Assets were listed for sale with Jones Lang Lasalle, a commercial broker, and were made subject to a Request for Offers to Purchase and Information Package widely issued by the Receiver, dated November 6, 2019. As set out therein, offers to purchase the Assets, which are defined therein as the Entwistle Lands, were to be reviewed by the Receiver as received.
11. The Receiver has negotiated the Offer and Asset Purchase Agreement. Acceptance of the Offer and the execution of the Asset Purchase Agreement are conditional upon their approval by this Honourable Court.
12. The Assets were sufficiently exposed to the market in a commercially reasonable and fair marketing process with a view towards obtaining the best price having regard to the competing interests of the parties. The proposed sale is in the best interests of both 123 AB and the creditors thereof.
13. Information on the sales and marketing process and the interest received pursuant thereto, as well as the price to be paid pursuant to the Offer, is contained in the Confidential Appendix. The public disclosure and dissemination of the information in the Confidential Appendix, being commercial in nature, would materially prejudice the Receiver's sales process and, in the event that the sale failed to close, could inhibit the Receiver in its efforts to market the Assets to the general public.
14. Such further and other grounds as counsel for the Receiver may advise.

Material or evidence to be relied on:

15. The First Report of the Receiver, filed;
16. Confidential Appendices, unfiled;
17. The remaining pleadings filed in the within Action.

Applicable rules:

18. Part 1, Division 4 of Part 6 and Rules 6.3(1), 6.9(1), 6.28 and 11.27 of the *Alberta Rules of Court*; and
19. Such further rules as counsel may advise.

Applicable Acts and regulations:

20. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3; and
21. *Land Titles Act*, RSA 2000, c L-4.

Any irregularity complained of or objection relied on:

17. None.

How the application is proposed to be heard or considered:

22. In person before Justice D.R. Mah, sitting on the Commercial List.

WARNING

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"

COURT FILE NUMBER: 1903 20042
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: MLS PROPERTY GROUP LTD.
DEFENDANTS: 1235962 ALBERTA LTD. f/k/a
PERFORMANCE AG GROUP
EVANSBURG LTD. f/k/a HAR-
DE AGRI SERVICES INC.,
PERFORMANCE AG GROUP
CALMAR LTD. f/k/a HAR-DE
AGRI SERVICES CALMAR
LTD. and HAR-DE AGRI
SERVICES LTD.

Clerk's Stamp

DOCUMENT: **APPROVAL AND
VESTING ORDER**

ADDRESS FOR SERVICE
AND CONTACT **PARLEE McLAWS LLP**
Barristers & Solicitors
INFORMATION OF PARTY Patent & Trade-Mark Agents
FILING THIS DOCUMENT: 1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8500
Fax: 780-423-2870
File No: 75782-7/SRO

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertakings, property and assets of, in addition to the remaining named Defendants, 1235962 Alberta Ltd. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an Offer (the "Offer")

submitted to the Receiver by MLS Property Group Ltd. (the “**Purchaser**”) and an agreement of purchase and sale (the “**Sale Agreement**”) put forth to conclude the Transaction and appended to the First Report of the Receiver dated [Date] (the “**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 October 16, 2019 (the “**Receivership Order**”), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and the Purchaser [**Names of other parties appearing**], 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 the Receiver is authorized and empowered to execute the Sale Agreement, 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).
3. The sales process relating to the Purchased Assets and all actions taken by the Receiver to date, as outlined in the Report, are hereby approved.
4. The Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders.

VESTING OF PROPERTY

5. 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.

6. 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 Certificate of Title No. 112 074 895 and Certificate of Title No. 102 147 676 for those lands and premises municipally described as 4827 47 Avenue, Entwistle, Alberta, and legally described as:

Firstly:

PLAN 9020824
 LOT 2
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 0.407 HECTARES (1.01 ACRES) MORE OR LESS

Secondly:

DESCRIPTIVE PLAN 9420356
 BLOCK B
 LOT 1
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 1.817 HECTARES (4.49 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, MLS Property Group 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 this Order against the existing Certificate of Title to the Lands;

7. 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.
8. 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.
9. 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.
10. 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.

11. 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).
12. 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.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. 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).
15. 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

16. 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.

17. 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.
18. 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.

19. Nothing in this Order shall be taken as a declaration or confirmation of the total indebtedness owing to the Purchaser by the Debtor other than that there is sufficient indebtedness owing to the Purchaser to allow for the set-off against and reduction of the indebtedness (including any related guarantees of the indebtedness) as required as part of the purchase price payable pursuant to the provisions of paragraph – of the Sale Agreement. Any issues respecting the calculation of the balance of the indebtedness owing by the Debtor to the Purchaser are otherwise preserved.
20. 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.bowragroup.com/performance-ag>
and service on any other person is hereby dispensed with.
21. 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: 1903 20042
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: MLS PROPERTY GROUP LTD.
DEFENDANTS: 1235962 ALBERTA LTD. f/k/a
PERFORMANCE AG GROUP
EVANSBURG LTD. f/k/a HAR-
DE AGRI SERVICES INC.,
PERFORMANCE AG GROUP
CALMAR LTD. f/k/a HAR-DE
AGRI SERVICES CALMAR
LTD. and HAR-DE AGRI
SERVICES LTD.

Clerk's Stamp

DOCUMENT: **RECEIVER'S
CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8500
Fax: 780-423-2870
File No: 75782-7/SRO

RECITALS

- A. Pursuant to an Order of the Honourable Justice J.H. Goss of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated October 16, 2019, The Bowra Group Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of, *inter alia*, 1235962 Alberta Ltd. (the "**Debtor**").

- B. Pursuant to an Order of the Court dated February 4, 2020, the Court approved the Offer made by MLS Property Group Ltd. and authorized and empowered to execute a Sale Agreement (the “**Sale Agreement**”) between the Receiver and MLS Property Group 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 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 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 _____ on _____, 2020.

The Bowra Group, in its capacity as Receiver of the undertakings, property and assets of 1235962 Alberta Ltd., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B" - Purchased Assets

Those lands and premises municipally described as 4827 47 Avenue, Entwistle, Alberta, and legally described as:

Firstly:

PLAN 9020824
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.407 HECTARES (1.01 ACRES) MORE OR LESS

(the "**Firstly Lands**")

Secondly:

DESCRIPTIVE PLAN 9420356
BLOCK B
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.817 HECTARES (4.49 ACRES) MORE OR LESS

(the "**Secondly Lands**")

Schedule "C" – Encumbrances

As to the Firstly Lands:

- a) Mortgage No. 162 095 996
- b) Caveat No. 192 002 394
- c) Caveat No. 192 105 816
- d) Mortgage No. 192 107 150
- e) Caveat No. 192 143 207
- f) Bankruptcy Caveat No. 192 234 386
- g) Order No. 192 289 768

As to the Secondly Lands:

- a) Mortgage No. 162 095 996
- b) Caveat No. 192 002 394
- c) Caveat No. 192 105 816
- d) Mortgage No. 192 107 150
- e) Caveat No. 192 143 207
- f) Bankruptcy Caveat No. 192 234 386
- g) Order No. 192 289 768

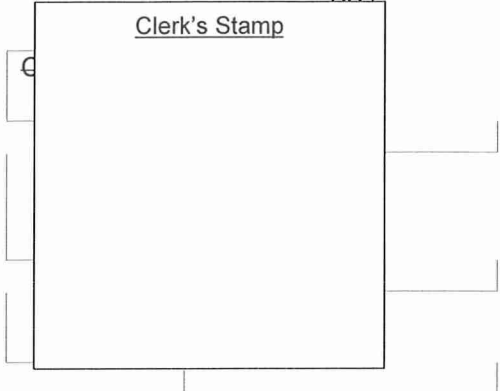
Schedule "C" – Permitted Encumbrances

As to the Firstly Lands:

- a) Caveat No. 6788KE
- b) Caveat No. 3025OP
- c) Caveat No. 912 259 714

As to the Secondly Lands:

- a) Caveat No. 3026OP



COURT FILE NUMBER: 1903 20042

COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: MLS PROPERTY GROUP LTD.

DEFENDANT/DEFENDANTS: 1235962 ALBERTA LTD. f/k/a PERFORMANCE AG GROUP EVANSBURG LTD. f/k/a HAR-DE AGRI SERVICES INC., PERFORMANCE AG GROUP CALMAR LTD. f/k/a HAR-DE AGRI SERVICES CALMAR LTD. and HAR-DE AGRI SERVICES LTD.

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

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

PARLEE McLAWS LLP
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8500
Fax: 780-423-2870
File No: 75782-7/SRO

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION WHERE ORDER WAS PRONOUNCED:

NAME OF JUSTICE WHO MADE THIS ORDER:

UPON THE APPLICATION by ~~[Receiver's Name]~~ of The Bowra Group Inc., in its capacity as the Court-appointed ~~[receiver/receiver and manager]~~ (the "**Receiver**") of the undertakings, property and assets of ~~[Debtor]~~, in addition to the remaining named Defendants, 1235962 Alberta Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an Offer (the "**Offer**") submitted to the Receiver by MLS Property Group Ltd. (the "**Purchaser**") and an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and ~~[Name of Purchaser]~~ (the "Purchaser") dated ~~[Date]~~ put forth to conclude the Transaction and appended to the —First Report of the Receiver dated [Date] (the "**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 ~~[Date]~~ October 16, 2019 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, and the Purchaser [**Names of other parties appearing**], 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**

[†] ~~Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

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.²

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved³ and ~~execution of the Sale Agreement by the Receiver is hereby authorized and approved~~empowered to execute the Sale Agreement, 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).
3. The sales process relating to the Purchased Assets and all actions taken by the Receiver to date, as outlined in the Report, are hereby approved.
4. The Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders.

VESTING OF PROPERTY

- 3.5. ~~[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta)]⁴ upon~~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,

² ~~Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

title and interest in and to the Purchased Assets {listed in **Schedule “B”**⁵-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”**)⁶ 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.

⁵ To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.

⁶ The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.

4.6. 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)⁷ 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~~Certificate of Title No. *112 074 895 and Certificate of Title No. 102 147 676 for those lands and premises municipally described as *4827 47 Avenue, Entwistle, Alberta, and legally described as:

_____ *
 _____ Firstly:

PLAN 9020824
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.407 HECTARES (1.01 ACRES) MORE OR LESS

Secondly:

DESCRIPTIVE PLAN 9420356
BLOCK B
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.817 HECTARES (4.49 ACRES) MORE OR LESS

(the "**Lands**")

⁷ Paragraph 4(a) is included when the Purchased Assets include titled lands.

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, ~~*~~MLS Property Group 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 ~~Sale Agreement~~this Order against the existing Certificate of Title to the Lands;

(b)⁸ ~~— Alberta Energy ("Energy Ministry") shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) — cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) — transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(e) — 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.~~

⁸ Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.

- 5.7. 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.
- 6.8. 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, ~~[other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~⁹.
- 7.9. 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.
- 8.10. For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ 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

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

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.¹¹~~

~~10.11. 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).¹²~~

~~11.12. 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 ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor-employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

~~42.13.~~ Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.¹³

~~43.14.~~ 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).

~~44.15.~~ 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

~~45.16.~~ 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

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

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.

~~46.17.~~ 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.

~~47.18.~~ 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.

19. Nothing in this Order shall be taken as a declaration or confirmation of the total indebtedness owing to the Purchaser by the Debtor other than that there is sufficient indebtedness owing to the Purchaser to allow for the set-off against and reduction of the indebtedness (including any related guarantees of the indebtedness) as required as part of the purchase price payable pursuant to the provisions of paragraph – of the Sale Agreement. Any issues respecting the calculation of the balance of the indebtedness owing by the Debtor to the Purchaser are otherwise preserved.

~~48.20.~~ 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.bowragroup.com/performance-ag>

and service on any other person is hereby dispensed with.

~~49.21.~~ 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

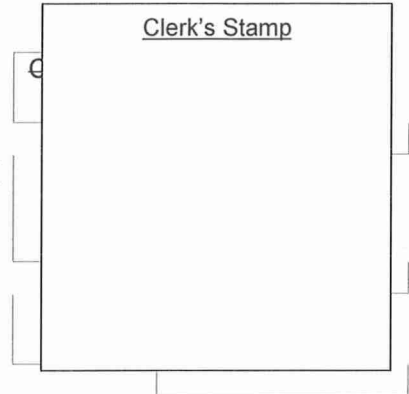
COURT FILE NUMBER: 1903 20042

COURT: COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: MLS PROPERTY GROUP LTD.

DEFENDANT/DEFENDANTS: 1235962 ALBERTA LTD. f/k/a
PERFORMANCE AG GROUP
EVANSBURG LTD. f/k/a HAR-
DE AGRI SERVICES INC.,
PERFORMANCE AG GROUP
CALMAR LTD. f/k/a HAR-DE
AGRI SERVICES CALMAR
LTD. and HAR-DE AGRI
SERVICES LTD.



DOCUMENT: **RECEIVER'S
CERTIFICATE**

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

PARLEE McLAWS LLP
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8500
Fax: 780-423-2870
File No: 75782-7/SRO

~~ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS~~

DOCUMENT

RECITALS

- A. Pursuant to an Order of the Honourable Justice ~~[Name]~~J.H. Goss of the Court of Queen's Bench of Alberta, Judicial District of _____Edmonton (the "Court") dated ~~[Date of Order]~~, ~~[Name of Receiver]~~October 16, 2019, The Bowra Group Inc. was appointed as the receiver (the "Receiver") of the undertakings, property and assets of ~~[Debtor]~~, *inter alia*, 1235962 Alberta Ltd. (the "Debtor").
- B. Pursuant to an Order of the Court dated ~~[Date]~~February 4, 2020, the Court approved the ~~agreement of purchase and sale~~Offer made as of ~~[Date of Agreement]~~by MLS Property Group Ltd. and authorized and empowered to execute a Sale Agreement (the "Sale Agreement") between the Receiver and ~~[Name of Purchaser]~~MLS Property Group 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 ~~section *~~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 *~~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}.
_____, 2020.

{Name of Receiver}, The Bowra Group, in its capacity as Receiver of the undertakings, property and assets of {Debtor}, 1235962 Alberta Ltd., and not in its personal capacity.

Per: _____

Per: _____

Name:

Title:

Schedule "B" - Purchased Assets

Those lands and premises municipally described as 4827 47 Avenue, Entwistle, Alberta, and legally described as:

Firstly:

PLAN 9020824
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.407 HECTARES (1.01 ACRES) MORE OR LESS

(the "Firstly Lands")

Secondly:

DESCRIPTIVE PLAN 9420356
BLOCK B
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.817 HECTARES (4.49 ACRES) MORE OR LESS

(the "Secondly Lands")

Schedule "C" – EncumbrancesAs to the Firstly Lands:

- a) Mortgage No. 162 095 996
- b) Caveat No. 192 002 394
- c) Caveat No. 192 105 816
- d) Mortgage No. 192 107 150
- e) Caveat No. 192 143 207
- f) Bankruptcy Caveat No. 192 234 386
- g) Order No. 192 289 768

As to the Secondly Lands:

- a) Mortgage No. 162 095 996
- b) Caveat No. 192 002 394
- c) Caveat No. 192 105 816
- d) Mortgage No. 192 107 150
- e) Caveat No. 192 143 207

f) Bankruptcy Caveat No. 192 234 386

g) Order No. 192 289 768

Schedule "C" – Permitted Encumbrances

As to the Firstly Lands:

a) Caveat No. 6788KE

b) Caveat No. 3025OP

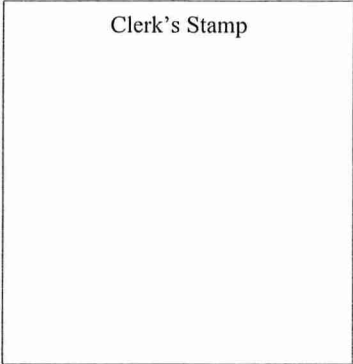
c) Caveat No. 912 259 714

As to the Secondly Lands:

a) Caveat No. 3026OP

Schedule "B"

COURT FILE NUMBER: 1903 20042
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: MLS PROPERTY GROUP LTD.
DEFENDANTS: 1235962 ALBERTA LTD. f/k/a
PERFORMANCE AG GROUP
EVANSBURG LTD. f/k/a HAR-
DE AGRI SERVICES INC.,
PERFORMANCE AG GROUP
CALMAR LTD. f/k/a HAR-DE
AGRI SERVICES CALMAR
LTD. and HAR-DE AGRI
SERVICES LTD.



DOCUMENT: **SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8500
Fax: 780-423-2870
File No: 75782-7/SRO

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of, in addition to the remaining named Defendants, 1235962 Alberta Ltd. (the "**Debtor**") for an Order, *inter alia*, sealing the Confidential Appendices to the First Report of the Receiver;

AND UPON HAVING READ the Receivership Order dated October 16, 2019 (the “**Receivership Order**”), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

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.
2. Notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*, the Confidential Appendices shall be sealed on the Court file until further Order of this Court.
3. The Confidential Appendices shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of the proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS THE BOWRA GROUP INC., AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FURTHER ORDER PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE D.R. MAH PRONOUNCED FEBRUARY 4, 2020.

4. 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.bowragroup.com/performance-ag>

and service on any other person is hereby dispensed with.

5. 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