



Clerk's stamp:

COURT FILE NUMBER  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

1903 20042

**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

**FIRST REPORT TO THE COURT OF THE  
BOWRA GROUP INC. IN ITS CAPACITY AS  
RECEIVER OF 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.**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**Receiver:**

The Bowra Group Inc.  
1411 TD Tower, 10088 – 102 Avenue  
Edmonton, AB, Canada T5J 2Z1  
Attention: Kristin Gray  
Phone: 780.705.0073 Fax: 780.705.1946  
kgray@bowrgaroup.com

**Counsel:**

PARLEE MCLAWS LLP  
Barristers and Solicitors  
1700 Enbridge Centre  
10175 – 101 Street NW  
Attention: Steven A. Rohatyn  
Edmonton, AB, Canada T5J 0H3  
Phone: 780.423.8177 Fax: 780.423.2870  
srohatyn@parlee.com

**IN THE MATTER OF THE RECEIVERSHIP  
OF 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.**

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- B. A copy of Receivership Order – October 17, 2019
- C. A copy of Mortgage registered against the title to the Entwistle Lands (Instrument No. 162 095 996)
- D. A copy of the Personal Property Registry Search – 1235962 Alberta Ltd.
- E. A copy of the BMO Security Assignment dated June 14, 2019
- F. A copy of the Request for Offers to Purchase
- G. Copies of the JLL Marketing Brochures
- H. Copies of the 2019 Tax Certificates from Parkland County

**Confidential Appendices**

- 1. A copy of the JLL Proposal
- 2. A copy of the MLS Offer
- 3. Summary of Interest for the Entwistle Lands
- 4. A copy of the Asset Purchase Agreement

## PURPOSE OF REPORT

1. Pursuant to an Order of the Court of Queen's Bench of Alberta dated October 17, 2019 (the "**Receivership Order**"), The Bowra Group Inc. (the "**Bowra Group**") was appointed receiver and manager, (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of 1235962 Alberta Ltd. f/k/a Performance Ag Group Evansburg Ltd. f/k/a Har-De Agri Services Inc. ("**123 AB Ltd.**"), Performance Ag Group Calmar Ltd. f/k/a Har-De Agri Services Calmar Ltd. ("**Performance Ag Calmar**") and Har-De Agri Services Ltd. ("**Har-De Ag**") (collectively the "**Companies**" or the "**Performance Ag Group**").
2. The purpose of this report is to:
  - i. Provide the Court with a summary of our activities since our appointment as Receiver;
  - ii. Update the Court with respect to the marketing and sales efforts of the assets of the Performance Ag Group and specifically, two parcels of land located in Entwistle, Alberta, in the registered ownership of 123 AB Ltd. (the "**Entwistle Lands**");
  - iii. Assist in the Court's consideration of the Receiver's application for the approval of an offer made in respect of the Plaintiff's proposed purchase of the Entwistle Lands by way of credit bid (the "**Credit Bid**"), and authorizing the Receiver to execute an Asset Purchase Agreement ("**APA**") to conclude that transaction; and,
  - iv. Seek the Court's approval of a Temporary Sealing Order in relation to the JLL Proposal, Offer to Purchase, APA, and Summary of Interest.

## BACKGROUND

### **1235962 Alberta Ltd.**

3. 123 AB Ltd. operated as retail supplier of crop input products such as herbicides, feed, seed and other related products. The Receiver understands 123 AB Ltd. to have operated out of leasehold property located in Evansburg, Alberta. Mr. Harold Zibell is listed as its sole Director.

4. 123 AB Ltd. previously operated as Har-De Agri Services Inc. and Performance Ag Group Evansburg Ltd.
5. 123 AB Ltd. is the registered owner of the Entwistle Lands as detailed below:
  - i. Lot 1, Block B, Plan 9420356, which consists of 4.49 acres of gravel surfaced, fenced land used for storage; and,
  - ii. Lot 2, Plan 9020824, which consists of 1.01 acres of land improved by a single user office/shop building originally constructed in 1987, and expanded in 2012.
6. Copies of the Certificates of Title to the Entwistle Lands are collectively attached as **Appendix "A"**.
7. Both parcels of lands are leased to and occupied by third party commercial tenants, being a rig mat company in respect of Lot 1, and an automotive mechanical shop in respect of Lot 2 (the "**Tenants**"). It is understood by the Receiver that the Tenants do not occupy the Entwistle Lands pursuant to written lease agreements. Rather, the tenancies are month to month in nature.
8. The Entwistle Lands were, to the Receiver's understanding, unrelated to and were not used for any aspect of the crop input business carried on by the Performance Ag Group.
9. The assets of 123 AB Ltd. consist of accounts receivable, inventory, capital assets, and the Entwistle Lands.

**Performance Ag Group Calmar Ltd.**

10. Performance Ag Calmar was also a supplier of crop input products such as herbicides, feed, seed and other related products and operated from land and buildings located in Calmar, Alberta, held in the registered ownership of Har-De Ag (the "**Calmar Land**"). Har-De Ag is a shareholder of Performance Ag Calmar. Mr. Harold Zibell is listed as its sole Director.
11. Performance Ag Calmar previously operated as Har-De Agri Services Calmar Ltd.
12. The assets Performance Ag Calmar consist of accounts receivable, inventory, and capital assets.

### **Har-De Agri Services Ltd.**

13. Har-De Ag was a holding company for the shares of 123 AB Ltd., shares of Performance Ag Calmar, and the Calmar Land. Mr. Harold Zibell is listed as its sole Director.
14. The assets of Har-De Ag consist of accounts receivable, inventory, and the Calmar Land.

### **Insolvency Events**

15. Har-De Ag, Performance Ag Calmar, and 123 AB Ltd. were each adjudged bankrupt by way of Order granted by the Court of Queen's Bench of Alberta on August 1, 2019, pursuant to a petition made by an unsecured creditor, Farm Credit Canada ("**FCC**"). The Bowra Group Inc. was, pursuant to that Order, appointed as the Licensed Insolvency Trustee of the Companies (the "**Trustee**").
16. In accordance with the Bankruptcy Orders, the Trustee took possession of the Companies' assets and lands on August 2, 2019. The Companies had generally ceased operations prior to the date of bankruptcy.
17. On October 17, 2019 the Companies' senior secured lender, MLS Property Group Ltd. ("**MLS**") applied for and obtained the Receivership Order. A copy of the Receivership Order is attached as **Appendix "B"**.

### **THE SENIOR SECURITY HELD BY MLS IN RESPECT OF MLS**

18. In 2016, the Bank of Montreal ("**BMO**") provided financing to each of the Companies.<sup>1</sup> The loan extended to 123 AB Ltd. (the "**123 AB Ltd. Loan**") was secured by the following (the "**BMO Security**"):
- (i) A Collateral Mortgage securing all indebtedness up to the principal amount of \$918,750.00 registered as against Title to the Entwistle Lands as Instrument

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<sup>1</sup> Due to the nature of the Receiver's present application, which is limited primarily to the Approval and Vesting Order sought in connection with 123 AB Ltd.'s Entwistle Lands, specifics concerning the security held in relation to Performance Ag Calmar and Har-De Ag will be reported to the Court in connection with a later application to approve the sale of their assets.

Number 162 095 996, a copy of which is attached, along with a copy of the below referenced Caveat, as **Appendix “C”**;

- (ii) General Security Agreement, the provisions of which include a floating charge on lands registered against Title to the Entwistle Lands by way of Caveat in the amount of \$2,500,000.00;
- (iii) A Chattel Mortgage over certain fertilizer bins, motors, augers and control boxes, which are located at the Evansburg and Calmar locations and are being sold separately in the sales process;
- (iv) Guarantees for its indebtedness in the amount of \$2,098,000.00 from each of Mr. Zibell, Performance Ag Calmar, Har-De Ag, and a related company not subject to either the FCC petition or the Receivership Order; and,
- (v) Postponement and subordination agreements obtained from the guarantors.

19. 123 AB Ltd. further guaranteed loans provided by BMO to each of Performance Ag Calmar<sup>2</sup> and Har-De Ag<sup>3</sup> (the “**123 AB Ltd. Guarantees**”).

20. A copy of a Personal Property Registry Search Results Report obtained in respect of 123 AB Ltd. is attached as **Appendix “D”**.

21. The BMO Security was assigned to MLS pursuant to an Assignment Agreement dated June 14, 2019, attached as Exhibit “A” to the Affidavit of Derek Petrie, filed in support of the Plaintiff’s application for the Receivership Order, a copy of which is attached hereto for ease of reference as **Appendix “E”**.

22. As set out in the Assignment Agreement, a total of \$526,145.58 was at that time outstanding under the 123 AB Ltd. Loan, with a total of \$1,219,476.47 outstanding under the loans related to the 123 AB Ltd. Guarantees.

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<sup>2</sup> Limited to the principal amount of \$2,030,000.00.

<sup>3</sup> Limited to the principal amount of \$2,077,500.00.

23. The Receiver was appointed under and pursuant to the security held by BMO, as assigned to MLS, relative to each of the Companies. MLS further holds certain security registered subsequent to that assigned to it by BMO. The Bowra Group previously requested that Parlee McLaws LLP ("**Parlee**"), The Bowra Group's counsel in its capacity as Trustee, perform a review as to the security held by MLS in relation to the Companies, including the BMO Security and 123 AB Ltd. Guarantees and the Assignment Agreement. On September 9, 2019, Parlee provided an opinion to the effect that the MLS Security and Assignment Agreement is valid and enforceable, subject to the normal qualifications and assumptions contained in an opinion of that nature.

### **THE RECEIVER'S ACTIVITIES AND SALES PROCESS**

24. In addition to collecting ongoing rent from the Tenants, ensuring that the Companies' assets were sufficiently insured, engaging various utility providers and contractors to ensure services were continued, and completing its ordinary course administrative requirements pursuant to the *BIA*, the Receiver set up a website to provide information to the Companies' creditors and interested parties, and held discussions with creditors regarding the status of the Receivership and the administration of the Companies' estates.
25. Regarding the marketing of the Companies' assets, the Receivership Order authorizes the Receiver to market them, but does not set out a specific process in that regard.
26. As discussed further below, the Receiver requested and obtained listing proposals from two commercial brokers, Colliers International and Jones Lang Lasalle ("**JLL**" or the "**Listing Agent**") and held discussions thereon. The Receiver ultimately engaged JLL to list both the Calmar Land and Entwistle Lands pursuant to its proposal (the "**JLL Proposal**"), a copy of which is attached as **Confidential Appendix 1**.
27. The Receiver met with and toured the Listing Agent at the Entwistle Lands and the Calmar Land, and held discussions with the Listing Agent in regard to determining an appropriate list price and marketing process.
28. In connection with the marketing process the Receiver prepared and distributed a Request for Offers to Purchase ("**ROP**"), including a form of offer and asset listings, via email blast to various prospective purchasers including auctioneers, liquidators, and the Performance Ag Group's competitors. A copy of the ROP is attached as **Appendix "F"**.

29. The Receiver further prepared advertisements for the sales process and published them in the Western Producer, Alberta Farmer Express, Manitoba Co-operator, Insolvency Insider, Edmonton Journal, and the Receiver's website. The Receiver further directly contacted 58 prospective purchasers made up of known industry competitors and auctioneers and sent them electronic copies of the ROP.
30. The Receiver thereafter held discussions with various prospective purchasers and assisted with various due diligence and has maintained ongoing discussions and correspondence with JLL regarding the status of the marketing efforts and ongoing interest received.
31. The ROP prepared by the Receiver notified prospective purchasers of Performance Ag Group's assets and among other things:
- i. The nature of Performance Ag Group's business and assets;
  - ii. Assets available for sale, including inventory, corporate vehicles, fertilizer systems, and other farm equipment, separated by location;
  - iii. Lands available for sale, including the Entwistle Lands and the Calmar Land and contact information for the Listing Agent; and,
  - iv. The form of offer and terms and condition for the Assets and the Lands proposed by the Receiver.
32. The ROP contemplated that offers be submitted to the Receiver by no later than 4:00pm MST on Friday, January 31, 2020.
33. However, given the remote and tertiary location of the Entwistle Lands and the lack of connection to the crop input business of the Performance Ag Group, the ROP indicated that the Receiver would review offers for their purchase as received, but reserved the right to establish a bid deadline should there be significant interest.
34. The Receiver directed parties interested in the Entwistle Lands to the Listing Agent for negotiations and tours.
35. JLL prepared marketing brochures (the "**JLL Marketing Brochures**") for both the Calmar Land and the Entwistle Lands to be sent to prospective purchasers. The JLL Marketing Brochures provide prospective purchasers with a detailed description of the lands and



improvements located thereon, their location and include pictures of the properties. Copies of the JLL Marketing Brochures are attached as **Appendix "G"**.

36. The JLL Marketing Brochures were reviewed and approved by the Receiver.

37. Per Parkland County's 2019 property assessment, Entwistle Lands were assessed the following values for tax purposes:

<b>Land</b>	<b>2019 Tax Value (\$)</b>
Lot 1, Block B, Plan 9420356	162,420
Lot 2, Plan 9020824	416,940
<b>TOTAL</b>	<b>579,360</b>

38. Copies of the 2019 tax certificates from Parkland County for the two parcels are attached as **Appendix "H"**.

39. The Listing Agent and the Receiver discussed and agreed that the list price for the Entwistle Lands should be \$800,000, to reflect current market conditions.

40. On December 10, 2019, the Listing Agent sent the JLL Marketing Brochures to 361 parties, which include 148 agents/brokers and 213 clients/prospects via email blast. Of the 361 parties contacted, the Listing Agent confirmed that 216 parties opened the email and 36 parties clicked through the JLL Marketing Brochures.

41. The Listing Agent also marketed the Lands on their website and installed physical signage on the Entwistle Lands and the Calmar Land on December 3, 2019.

## **RESULTS OF ENTWISTLE SALES PROCESS**

42. As of the date of this report, one offer to purchase the Entwistle Lands (the "**Offer**") has been received from MLS.

43. A copy of the Offer is attached as **Confidential Appendix 2**.

44. MLS has provided the Receiver with a deposit in connection with the Offer and proposes that the remaining portion of the purchase price be satisfied by way of the Credit Bid. The deposit funds are, pursuant to the APA as defined below, converted into a cash component to be utilized by the Receiver to pay prior claims, closing adjustments, property taxes and realtor commissions, and the ongoing costs of the Receivership, with any amounts remaining to be held by the Receiver pending further Order.

45. Outside of the MLS Offer, the Listing Agent confirmed that they received expressions of interest for the possible purchase of the Entwistle Lands from 5 additional parties. Those expressions were, however, significantly lower than the list price and the price put forth in the Offer. Follow ups have been made with these parties. However, as of the date of this First Report none have indicated a willingness to either prepare and submit a formal offer, or pay a purchase price higher than that originally expressed. A summary of the expressions of interest received to date (the “**Summary of Interest**”) is attached as **Confidential Appendix 3**.
46. The Listing Agent has informed the Receiver that they believe the Entwistle Lands were exposed to the market sufficiently to generate the highest and best offer. As a result of the foregoing the Receiver believes the Offer to reasonable given market conditions, and will provide the greatest recovery to the Performance Ag Group’s creditors and stakeholders.
47. The Receiver has therefore negotiated an APA relating to the Entwistle Lands, the Receiver’s acceptance of which is conditional upon Court approval of the Offer. A copy of the APA is attached as **Confidential Appendix 4**.
48. The Receiver fully supports the approval of the Credit Bid and the pronouncement of the necessary Approval and Vesting Order for the following reasons:
- i. Although the Entwistle Lands have not been appraised, the list price was determined upon consultation between the Receiver and JLL, an experienced commercial brokerage, and the proposed purchase price is supported by the analysis contained in the JLL Proposal and exceeds the tax assessed value of the lands. The Entwistle Lands have, further, been exposed to a wide market as a result of the marketing efforts of both the Receiver and JLL, as discussed above. The price offered is therefore reasonable in the view of the Receiver;
  - ii. As noted above, the first registered Collateral Mortgage initially granted to BMO and later assigned to MLS secures only a portion of the total indebtedness outstanding under the 123 AB Ltd. Loan and Guarantees, the remainder of which is secured by its second registered charge on lands;

- iii. Given that the indebtedness secured under the Collateral Mortgage and charge on lands exceeds the realizable value of the Entwistle Lands, MLS is, subject to any prior claims, the only party with a financial interest in the Entwistle Lands;
- iv. Ongoing professional fees and other costs associated with the Receivership proceedings incurred in connection with the Entwistle Lands will diminish MLS' net recovery. The approval of the Credit Bid Offer will remove the Entwistle Lands from the assets under administration, thereby reducing these costs; and,
- v. If the Credit Bid is approved and the transaction closes, the amounts outstanding will reduce not only under the 123 AB Ltd. Loan, but the associated guarantees of that loan granted to BMO by Performance Ag Calmar and Har-De Ag, as assigned to MLS, thereby benefitting the creditors and stakeholders of the Performance Ag Group as a whole.

## **CONCLUSION**

49. The Receiver respectfully requests that this Honourable Court grant an Order:

- i. Approving of the Receiver's activities and the sales process as outlined in this First Report;
- ii. Approving the Offer and the Credit Bid on the terms set out in the APA, authorizing the Receiver to execute the APA, and vesting in MLS all right, title and interest in the Entwistle Lands free and clear of all Claims (as defined in the proposed form of Order);
- iii. Temporarily sealing the confidential appendices; and,
- iv. Any further direction that the Court wishes to provide to the Receiver.

All of which is respectfully submitted this 22<sup>nd</sup> day of January 2020.

**The Bowra Group Inc.**

Receiver of current and future assets, undertakings and properties of every nature and kind whatsoever of 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.

Per:

A handwritten signature in blue ink, appearing to be 'K. Gray', written over a horizontal line.

Kristin Gray, CPA, CIRP, LIT

# **APPENDIX A**

Copies of the Certificates of Title for the Entwistle Lands



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0013 211 404              9020824;;2                      102 147 676

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

ESTATE: FEE SIMPLE  
ATS REFERENCE: 5;7;53;20;SE

MUNICIPALITY: PARKLAND COUNTY

REFERENCE NUMBER: 022 109 762

---

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
102 147 676	04/05/2010	TRANSFER OF LAND	\$100,000	\$100,000

---

OWNERS

1235962 ALBERTA LTD.  
OF PO BOX 490  
CALMAR  
ALBERTA T0C 0V0  
(DATA UPDATED BY: CHANGE OF ADDRESS 112393676)  
(DATA UPDATED BY: CHANGE OF NAME 192065994)

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
6788KE	06/04/1956	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD. ATTENTION: LAND DEPARTMENT 10035-105 STREET EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 962232014)

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 102 147 676

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

(DATA UPDATED BY: TRANSFER OF CAVEAT  
012015739)

30250P      09/12/1965 CAVEAT  
CAVEATOR - ATCO GAS AND PIPELINES LTD.  
10035-105 ST  
EDMONTON  
ALBERTA T5J2V6  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
012027917)

912 259 714      25/09/1991 CAVEAT  
RE : EASEMENT  
CAVEATOR - IMPERIAL OIL LIMITED.  
3011 - 101ST AVENUE, EDMONTON  
ALBERTA T6P1X7  
AGENT - ROBERT A SEIDEL

162 095 996      08/04/2016 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$918,750  
(DATA UPDATED BY: TRANSFER OF MORTGAGE  
192144853)

192 002 394      04/01/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144855)

192 105 816      14/05/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144854)

192 107 150      15/05/2019 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.

( CONTINUED )

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
--------	--------------	-------------

302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

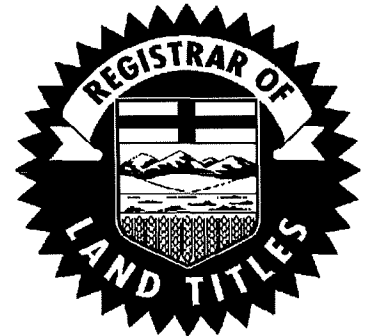
192 143 207 25/06/2019 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI FIALKOV

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 2 DAY OF AUGUST,  
2019 AT 04:57 P.M.

ORDER NUMBER: 37749099

CUSTOMER FILE NUMBER: 154161.618PH



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).





LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0025 902 743            9420356;B;1            112 074 895

LEGAL DESCRIPTION

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

ATS REFERENCE: 5;7;53;20;SE  
ESTATE: FEE SIMPLE

MUNICIPALITY: PARKLAND COUNTY

REFERENCE NUMBER: 022 062 508

---

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
112 074 895	18/03/2011	TRANSFER OF LAND	\$300,000	\$300,000

---

OWNERS

1235962 ALBERTA LTD.  
OF PO BOX 490  
CALMAR  
ALBERTA TOC OVO

(DATA UPDATED BY: CHANGE OF NAME 192065994)

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION  
NUMBER            DATE (D/M/Y)            PARTICULARS

---

30260P            09/12/1965 CAVEAT  
RE : EASEMENT  
CAVEATOR - ATCO GAS AND PIPELINES LTD.  
10035-105 ST  
EDMONTON  
ALBERTA T5J2V6  
" AFFECTS PART OF THIS TITLE "

( CONTINUED )

-----  
 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 112 074 895

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

(DATA UPDATED BY: TRANSFER OF CAVEAT  
 012027917)

162 095 996      08/04/2016 MORTGAGE  
 MORTGAGEE - MLS PROPERTY GROUP LTD.  
 302,1524 91 STREET SW  
 EDMONTON  
 ALBERTA T6X1M5  
 ORIGINAL PRINCIPAL AMOUNT: \$918,750  
 (DATA UPDATED BY: TRANSFER OF MORTGAGE  
 192144853)

192 002 394      04/01/2019 CAVEAT  
 RE : AGREEMENT CHARGING LAND  
 CAVEATOR - MLS PROPERTY GROUP LTD.  
 302,1524 91 STREET SW  
 EDMONTON  
 ALBERTA T6X1M5  
 AGENT - DANI V FIALKOV  
 (DATA UPDATED BY: TRANSFER OF CAVEAT  
 192144855)

192 105 816      14/05/2019 CAVEAT  
 RE : AGREEMENT CHARGING LAND  
 CAVEATOR - MLS PROPERTY GROUP LTD.  
 302,1524 91 STREET SW  
 EDMONTON  
 ALBERTA T6X1M5  
 AGENT - DANI V FIALKOV  
 (DATA UPDATED BY: TRANSFER OF CAVEAT  
 192144854)

192 107 150      15/05/2019 MORTGAGE  
 MORTGAGEE - MLS PROPERTY GROUP LTD.  
 302,1524 91 STREET SW  
 EDMONTON  
 ALBERTA T6X1M5  
 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

192 143 207      25/06/2019 CAVEAT  
 RE : ASSIGNMENT OF RENTS AND LEASES  
 CAVEATOR - MLS PROPERTY GROUP LTD.  
 302,1524 91 STREET SW  
 EDMONTON  
 ALBERTA T6X1M5  
 AGENT - DANI FIALKOV

TOTAL INSTRUMENTS: 006

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
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2019 AT 04:57 P.M.

ORDER NUMBER: 37749099

CUSTOMER FILE NUMBER: 154161.618PH



\*END OF CERTIFICATE\*

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APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

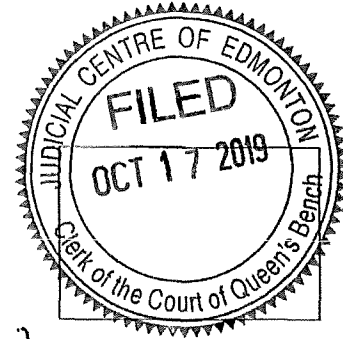
## **APPENDIX B**

A copy of the Receivership Order – October 17, 2019

I hereby certify this to be a true copy of the original.

*[Handwritten Signature]*  
for Clerk of the Court

Clerk's Stamp:



1903 20042

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

EDMONTON

APPLICANT:

MLS PROPERTY GROUP LTD.

RESPONDENT(S):

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

RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:

**McLENNAN ROSS LLP**  
#600 McLennan Ross Building  
12220 Stony Plain Road  
Edmonton, AB T5N 3Y4  
Solicitor: Charles P. Russell, Q.C.  
Telephone: (780) 452-9115  
Facsimile: (780) 733-9757  
Email: crussell@mross.com  
File Number: 193504

DATE ON WHICH ORDER WAS PRONOUNCED:

OCTOBER 16, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

JUSTICE J.H. GOSS

LOCATION OF HEARING:

EDMONTON, ALBERTA

UPON the application of MLS Property Group Ltd. in respect of 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. (collectively, the "Debtor"); AND UPON having read the Application and the Affidavit of Derek Petrie filed; AND UPON reading the

consent of The Bowra Group Inc. to act as receiver and manager (the "Receiver") of the Debtor, filed; **AND UPON** hearing counsel for the Plaintiff and the Defendants, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

#### SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

#### APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 [choose applicable statute(s)] The Bowra Group Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

#### RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed ~~\$1,000,000~~ <sup>\$500,000</sup> cumulatively; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,



and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall 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;<sup>1</sup>
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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<sup>1</sup> This suggested language should be considered where there is real property, to facilitate the registration of the Receivership Order with the Land Titles Office in Alberta, or in another province or territory as the case may be, notwithstanding certain provincial or territorial statutory requirements.



and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph [6] of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on

the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

#### **NO EXERCISE OF RIGHTS OF REMEDIES**

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
  - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.

10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. All persons having:
  - (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver

(the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

#### EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
  - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
    - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
    - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
  - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

- 17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

## RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts,<sup>2</sup> liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any

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<sup>2</sup> The Alberta Court of Appeal has granted leave to appeal in *Canada North Group Inc (Companies' Creditors Arrangement Act)*, 2017 ABQB 550 [*Canada North*], where the Court held that court ordered super-priority charges for a Receiver's Charge may take priority over statutory deemed trusts. The Court in *Canada North* further held that the onus on a variation application depends on whether notice is provided to affected parties. Notice of the application to affected parties is encouraged to the extent possible. To the extent it is not possible or practical in the circumstances, the affected parties can rely on the comeback clause in paragraph 33 of this Order to seek to set aside the priority granted to the Receiver's Charge or Receiver's Borrowing Charge, subject to the protection of lenders, receivers, or other parties that have relied on the charges between the date the receivership order is granted and the date it is varied.

Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

#### ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

#### FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bowragroup.com/performance-ag> (the "Receiver's Website") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publically available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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; and
- (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

36. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that **THE BOWRA GROUP INC.**, the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of **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.** appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Order") made in action numbers \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the \_\_\_\_\_ day of each month**] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE BOWRA GROUP INC.**, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

## **APPENDIX C**

A copy of Mortgage registered against the title to the Entwistle  
Lands (Instrument No. 162 095 996)

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**162095996**

**ORDER NUMBER: 37849823**

**ADVISORY**

**This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.**

**Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.**

**Bank of Montreal**

**MORTGAGE OF LAND  
LAND TITLES ACT (ALBERTA)**

**Mortgagor:**

**Name:** Har-De Agri Services Inc.

**Address:** P. O. Box 490  
Calmar, Alberta  
T0C 0V0

	Joint Tenant	Tenant in Common	Life Estate
x	Fee Simple	Leasehold	

**Mortgagee: BANK OF MONTREAL ("BMO")**

**Address:** 4906 - 50 Avenue  
Camrose, Alberta  
T4V 0S3

**Mortgaged Land Description:**

**First:**

Plan 902 0824 ✓  
Lot 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

**Second:**

Descriptive Plan 942 0356 /  
Block B  
Lot 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

**Principal Amount Secured:** \$918,750.00 ✓

**Interest Rate:** Mortgagee's Prime Rate plus 5% per annum calculated and payable monthly not in advance, both before and after demand, both before and after default and both before and after judgment with interest calculated and payable on overdue interest.

**Term of Mortgage / Payment Provision:** Payable in full on demand. ✓

**Standard Mortgage Terms:** The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the **Land Titles Act** as Filing Number: 101 289 720; ✓
- b) The following clauses of the Standard Form Mortgage are specifically deleted (none are deleted unless specified here):
- c) The following clauses are specifically added to and included in the Standard Form Mortgage (see attached schedule \_\_\_ if no schedule is attached, no clauses are added):
- d) The Mortgagor acknowledges that it understands the nature of the statements made in (a), (b) and (c) above;
- e) The Mortgagor acknowledges receipt of a copy of the Standard Form Mortgage referred to in (a) above containing the mortgage terms;
- f) The Mortgagor is the registered owner of the land being mortgaged;
- g) By signing this Mortgage, the Mortgagor mortgages all of the Mortgagor's estate and interest in the land described herein to Bank of Montreal ("BMO") for the purposes of securing payment of the principal sum secured, interest and all other amounts or sums secured by this Mortgage;
- h) If the Mortgagor is a Guarantor, for valuable consideration the Mortgagor delivers this Mortgage as security for the payment of all Indebtedness including Indebtedness pursuant to a Guarantee.

Dated: March 29, 2016, at Leduc, Alberta.

Witnesses:

**HAR-DE AGRI SERVICES INC.**

\_\_\_\_\_  
Name

By: \_\_\_\_\_

Name: Harold Zibell

Title:





162095996

162095996 REGISTERED 2016 04 08  
MORT - MORTGAGE  
DOC 1 OF 1 DRR#: D0A5D44 ADR/MLECOPOY  
LINC/S: 0013211404 †

## **APPENDIX D**

A copy of the Personal Property Registry Search – 1235962  
Alberta Ltd.



Search ID #: Z11772142

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 02568086-EDD3 5  
6653

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 16032417976

Registration Date: 2016-Mar-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2037-Mar-24 23:59:59

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Exact Match on:

Debtor

No: 2

---

**Amendments to Registration**

19050335379

Amendment

2019-May-03

19061713290

Amendment

2019-Jun-17

19070425695

Amendment

2019-Jul-04

---

**Debtor(s)**

**Block**

1 HAR-DE AGRI SERVICES INC.  
RANGE ROAD 75B  
EVANSBURG, AB T0E 0T0

**Status**

Current

**Block**

2 1235962 ALBERTA LTD.  
SUITE 1, 5304- 50 STREET  
LEDUC, AB T9E 6Z6

**Status**

Current by  
19050335379

---

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
4906 - 50 AVENUE  
CAMROSE, AB T4V 0S3

**Status**

Deleted by  
19061713290

Phone #: 780 608 4185

Fax #: 780 672 2451

Search ID #: Z11772142

**Block**

2      MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**

Current by  
19061713290

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	E320906	2010	DAEWOO G25E-3 FORKLIFT	MV - Motor Vehicle	Current By 19070425695
2	76430155	2015	DEUTZ DX710 TRACTOR	MV - Motor Vehicle	Current By 19070425695
3	JAF0376121	2002	CASE 85XT SKIDSTEER	MV - Motor Vehicle	Current By 19070425695
4	1D7HU18238J196112	2008	DODGE 1500 1/2 TONNE	MV - Motor Vehicle	Current By 19070425695
5	IXKDD29X7VJ946040	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425695
6	1XKDD29X9VJ946041	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425695
7	3FDPF75Y23MB1297	2003	FORD F750 FLATDECK TRUCK	MV - Motor Vehicle	Current By 19070425695

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	Chattel Mortgage	Current
2	One (1) Fertilizer Blender Serial number: 11507 40 0023	Current
3	One (1) 8' x 8' Building	Current
4	Six (6) Motors, Augers and Control Boxes	Current
5	One (1) Fertilizer Bin - Serial number: 2008 07 28460	Current
6	One (1) Fertilizer Bin - Serial number: 2008 07 28411	Current
7	One (1) Fertilizer Bin - Serial number: 2008 07 28461	Current
8	One (1) Fertilizer Bin - Serial number: 2008 07 28458	Current
9	One (1) Fertilizer Bin - Serial number: 2008 07 28462	Current

Search ID #: Z11772142

10	One (1) Fertilizer Bin - Serial number: 2008 07 28404	Current
11	All present and after-acquired personal property.	Current By 19050335379
12	ONE (1) WILLMAR 4 TON FERTILIZER SPREADER #1, S/N 513219	Current By 19070425695
13	ONE (1) FERTILIZER SPREADER #2, S/N 515506	Current By 19070425695
14	ONE (1) FERTILIZER SPREADER #3, S/N 10012919	Current By 19070425695
15	ONE (1) FERTILIZER SPREADER #4, S/N 10210698	Current By 19070425695
16	ONE (1) 2014 FARM KING 10 X 70 GRAIN/FERTILIZER AUGER #1, S/N Y107014000020	Current By 19070425695
17	ONE (1) 2014 FARM KING 10 X 70 GRAIN/FERTILIZER AUGER #2, S/N Y1070160000105	Current By 19070425695
18	ONE (1) 2014 FARM KING 8 X 41 GRAIN/FERTILIZER AUGER, S/N 210026912	Current By 19070425695
19	ONE (1) 2015 SILVER STREAM 35 X 100 TARP BUILDING	Current By 19070425695
20	ONE (1) DOYLE 12T FERTILIZER BLENDER, S/N 150740023	Current By 19070425695
21	ONE (1) SPEED KING 5T FERTILIZER BLENDER, S/N 57061	Current By 19070425695
22	ONE (1) 1250 GAL LIQUID FERTILIZER TANK, S/N 270401541	Current By 19070425695
23	ONE (1) LIQUID FERTILIZER TANK, S/N 220301768	Current By 19070425695
24	ONE (1) LIQUID FERTILIZER TANK, S/N 270901098	Current By 19070425695
25	ONE (1) LIQUID FERTILIZER TANK, S/N 220301755	Current By 19070425695
26	ONE (1) LIQUID FERTILIZER TANK	Current By 19070425695
27	ONE (1) UNDERBIN AUGER, S/N 1002096985	Current By 19070425695
28	ONE (1) UNDERBIN AUGER, S/N 1002096986	Current By 19070425695
29	ONE (1) UNDERBIN AUGER, S/N 1002096887	Current By 19070425695

Search ID #: Z11772142

30	ONE (1) UNDERBIN AUGER, S/N 1002096988	Current By 19070425695
31	ONE (1) UNDERBIN AUGER, S/N 1003004099	Current By 19070425695
32	ONE (1) STAMFORD 75KW 913 POWER GENERATOR, S/N 338152-2-2-1011	Current By 19070425695
33	ONE (1) DOYLE 18" UNDERBIN CONVEYOR, S/N 141027A42	Current By 19070425695
34	ONE (1) DOYLE UNDERBIN CONVEYOR, S/N 051214B32	Current By 19070425695
35	ONE (1) 10' X 10' BLEND SHED	Current By 19070425695
36	ONE (1) 2006 DODGE 2500 3/4 TONNE	Current By 19070425695
37	ONE (1) 40' SEACAN, S/N CPPU682138	Current By 19070425695
38	ONE (1) 12' HORSE TRAILER, S/N 4TGB1620XA1055316	Current By 19070425695
39	ONE (1) 12 TONNE ADAMS TENDER BOX	Current By 19070425695
40	ONE (1) 12 TONNE ADAMS TENDER BOX, S/N S-14 2197	Current By 19070425695
41	ONE (1) WEIGH HOPPER GRAIN BLENDER	Current By 19070425695
42	ONE (1) 12' X 12' CHEM SHED	Current By 19070425695
43	ONE (1) 25' BLEND LEG	Current By 19070425695
44	ONE (1) ELEVATOR LEG	Current By 19070425695
45	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28460	Current By 19070425695
46	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2015 04 33697	Current By 19070425695
47	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28411	Current By 19070425695
48	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28461	Current By 19070425695

Search ID #: Z11772142

49	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28458	Current By 19070425695
50	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28462	Current By 19070425695
51	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2005 02 31436	Current By 19070425695
52	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2010 10 24966	Current By 19070425695
53	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2010 10 24942	Current By 19070425695
54	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1610ESK 93042483	Current By 19070425695
55	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620E 95124750	Current By 19070425695
56	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK95124751	Current By 19070425695
57	ONE (1) WHEATLAND FERTILIZER BIN, S/N 200510 24572	Current By 19070425695
58	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK96024870	Current By 19070425695
59	ONE (1) WHEATLAND FERTILIZER BIN, S/N 162ESK96024880	Current By 19070425695
60	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1212ESKBL 92039372	Current By 19070425695
61	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1512EBLLSK 92029334	Current By 19070425695
62	ONE (1) WHEATLAND FERTILIZER BIN	Current By 19070425695
63	ONE (1) WHEATLAND FERTILIZER BIN, S/N 99038897	Current By 19070425695
64	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK96024884	Current By 19070425695
65	ONE (1) WENINGER FERTILIZER BIN	Current By 19070425695
66	MISCELLANEOUS TOOLS AND PARTS	Current By 19070425695
67	ALL OF THE WITHIN DESCRIBED COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO.	Current By 19070425695

**Search ID #: Z11772142**

68	PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES.	Current By 19070425695
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Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01 Time of Search: 13:59:30

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Registration Number: 19032813093

Registration Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Mar-28 23:59:59

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Exact Match on: Debtor No: 1

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**Amendments to Registration**

19061714399

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

**Status**  
Current

1 1235962 ALBERTA LTD.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

---

**Secured Party / Parties**

**Block**

**Status**  
Deleted by  
19061714399

1 FINALTA CAPITAL FUND, L.P.  
1002 RUE SHERBROOKE OUEST, BUREAU 1550  
MONTREAL, QC H3A 3L6

**Block**

**Status**  
Current by  
19061714399

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

---

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property.

Current



Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 19050335288

Registration Type: LAND CHARGE

Registration Date: 2019-May-03

Registration Status: Current

Registration Term: Infinity

---

Exact Match on: Debtor

No: 1

---

**Amendments to Registration**

19061714497

Amendment

2019-Jun-17

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**Debtor(s)**

**Block**

**Status**

Current

1 1235962 ALBERTA LTD.  
1, 5304- 50 STREET  
LEDUC, AB T9E 6Z6

---

**Secured Party / Parties**

**Block**

**Status**

Deleted by  
19061714497

1 BANK OF MONTREAL  
20TH FLOOR, 10175 - 101 STREET  
EDMONTON, AB T5J 0H3

**Block**

**Status**

Current by  
19061714497

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 19051013799

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-May-10

Registration Status: Current

Expiry Date: 2029-May-10 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

Current

1 1235962 ALBERTA LTD.  
#1, 5304 50 STREET  
LEDUC, AB T9E 6Z6

**Secured Party / Parties**

**Block**

**Status**

Current

1 MLS PROPERTY GROUP LTD.  
302, 1524 91 STREET SW  
EDMONTON, AB T6X 1M5

**Collateral: General**

**Block**

**Description**

**Status**

Current

1 ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT,  
ABSOLUTE AND CONTINGENT OF HAROLD ZIBELL TO THE DEBTOR, AND ALL  
PROCEEDS THEREOF.

Result Complete

## **APPENDIX E**

A copy of the BMO Security Assignment dated June 14, 2019

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") made as of the 14<sup>th</sup> day of June, 2019.

**AMONG:**

**BANK OF MONTREAL**  
(hereinafter referred to as "BMO")

- and -

**1235962 ALBERTA LTD.**  
(f/k/a "PERFORMANCE AG GROUP EVANSBURG LTD."  
f/k/a "HAR-DE AGRI SERVICES INC.")  
(hereinafter referred to as "123")

- and -

**PERFORMANCE AG GROUP CALMAR LTD.**  
(f/k/a "HAR-DE AGRI SERVICES CALMAR LTD.")  
(hereinafter referred to as "Performance AG Calmar")

- and -

**HAR-DE AGRI SERVICES LTD.**  
(hereinafter referred to as "Har-De Agri Services")

(123, Performance AG Calmar, and Har-De Agri Services each hereinafter referred to individually as a "Borrower" and collectively as the "Borrowers")

- and -

**MLS PROPERTY GROUP LTD.**  
(hereinafter referred to as the "Assignee")

**ASSIGNMENT AGREEMENT**

**WHEREAS:**

**123 Loan from BMO**

- A. Har-De Agri Services Inc. entered into a commitment letter with BMO dated February 9, 2016 (the "123 Loan"), which included security set out at Schedule "A" attached hereto (the "123 Security"). On February 6, 2018, Har-De Agri Services Inc. changed its name to "Performance AG Group Evansburg Ltd.", and on February 28, 2018 changed its name to "1235962 Alberta Ltd.";
- B. The 123 Security included personal and corporate guarantees from its shareholders, namely: 942350 Alberta Ltd., Harold Zibell, Har-De Agri Services Ltd., and Har-De Agri Services Calmar Ltd. According to the commitment letter for the 123 Loan, Richard Woloszyn (another shareholder) was also set to provide a personal guarantee but ultimately refused to do so. As a result, the total amount of Harold Zibell's personal guarantee was increased to make up the difference;

**Performance AG Calmar Loan from BMO**

- C. Har-De Agri Services Calmar Ltd. entered into a commitment letter with BMO dated February 9, 2016 (the "Performance AG Calmar Loan"), which included security set out at Schedule "B" attached hereto (the "Performance AG Calmar Security"). On February 6, 2018, Har-De Agri Services Calmar Ltd. changed its name to "Performance AG Group Calmar Ltd.";
- D. The Performance AG Calmar Security included personal and corporate guarantees from its shareholders, namely: 942350 Alberta Ltd., Harold Zibell, Har-De Agri Services Inc., and Har-De Agri Services Ltd.;

**Har-De Agri Services Ltd. Loan from BMO**

- E. Har-De Agri Services Ltd. entered into a commitment letter with BMO also dated February 9, 2016 (the "Har-De Agri Services Ltd. Loan"), which included security set out at Schedule "C" attached hereto (the "Har-De Agri Services Ltd. Security");
- F. The Har-De Agri Services Ltd. Security included personal and corporate guarantees from its shareholders, namely: 942350 Alberta Ltd., Harold Zibell, Har-De Agri Services Inc., and Har-De Agri Services Calmar Ltd.;

**BMO Obligations**

- G. All obligations due and owing under the 123 Loan, Performance AG Calmar Loan, and Har-De Agri Services Ltd. Loan shall hereinafter collectively be referred to as the "BMO Obligations". The 123 Security, Performance AG Calmar Security, and Har-De Agri Services Ltd. Security shall hereinafter collectively be referred to as the "BMO Security";

**BMO Indebtedness**

- H. Pursuant to the 123 Loan, 123 is indebted to BMO in the amount of \$526,145.58 as of June 14, 2019, together with additional interest, certain fees and expenses and other liabilities as more particularly set out at Schedule "D" attached hereto;
- I. Pursuant to the Performance AG Calmar Loan, Performance AG Calmar is indebted to BMO in the amount of \$8,107.25 as of June 14, 2019, together with additional interest, certain fees and expenses and other liabilities as more particularly set out at Schedule "E" attached hereto;
- J. Pursuant to the Har-De Agri Services Ltd. Loan, Har-De Agri Services Ltd. is indebted to BMO in the amount of \$1,211,369.22 as of June 14, 2019, together with additional interest, certain fees and expenses and other liabilities as more particularly set out at Schedule "F" attached hereto; and
- K. BMO has agreed to sell and assign absolutely to the Assignee all of its right, title, and interest in and to the BMO Obligations, the BMO Security and BMO's interest in the undertaking, property, and assets secured thereunder, and the Assignee has agreed to accept such assignment in accordance with the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

**ARTICLE 1  
INTERPRETATION**

- 1.1 The recitals form an integral part of this Agreement and the parties agree that the recitals are true and correct in all respects, to the best of their respective knowledge, information and belief.
- 1.2 Words importing the singular include the plural and vice versa; and words importing gender include all genders.
- 1.3 This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. All references to currency are to Canadian currency.
- 1.4 The Article and section headings contained in this Agreement are not intended to be full or accurate descriptions of the contents thereof.

**ARTICLE 2  
ASSIGNMENT OF OBLIGATIONS AND SECURITY**

- 2.1 In consideration of the payment of the BMO Assignment Price (as hereinafter defined) in accordance with the provisions of this Agreement, BMO hereby bargains, sells, assigns, transfers and sets over absolutely unto the Assignee all of its right, title and interest in:
- (a) the BMO Obligations; and
- (b) the BMO Security.

In consideration of the assignment provided for herein, the Assignee shall pay to BMO the aggregate sum of \$1,745,622.05 (the "BMO Assignment Price") by wiring the BMO Assignment Price to Dentons Canada LLP, being the solicitors for BMO, by no later than 12:00 p.m. (Mountain time) on the 14<sup>th</sup> day of June, 2019:

Beneficiary Name: Dentons Canada LLP  
Beneficiary Address: 2900, 10180 – 101 Street, Edmonton, Alberta T5J 3V5

Bank of Montreal, 10175 – 101 Street, Edmonton, Alberta T5J 0H3

Institution ID: 001  
Transit: 00149  
Account Number: 1142-168  
Swift Code: BOFMCAM2

- 2.2 BMO represents and warrants that it has done no act to encumber or assign any of the BMO Obligations or BMO Security, and that the BMO Indebtedness is now owed by the Borrowers. Upon successful assignment of the BMO Security to the Assignee, and payment of the BMO Assignment Price by the Assignee, all existing encumbrances, liens, and interests insofar as it relates to the BMO Security shall be maintained and the Assignee shall be permitted to register notice of assignment of and its interest in the BMO Security from BMO to the Assignee. Notwithstanding the foregoing, upon successful payment of the BMO Assignment Price by the Assignee to BMO, BMO shall discharge any security given pursuant to Section 427 of the *Bank Act* (Canada) within a reasonable period of time, it being acknowledged that there may be a delay in such discharge with the Canadian Securities Registration System.

- 2.3 The Assignee acknowledges and agrees that the Assignee is purchasing the BMO Obligations and BMO Security on an "as is, where is" basis and that except as expressly set out herein, there is no representation, warranty or covenant, express or implied, by BMO with respect to the existence, validity, enforceability, assignability, title, condition, quality or collectability of the BMO Obligations, the BMO Security, or any collateral subject to said security or any matter whatsoever. Without limitation, it is expressly acknowledged and agreed by the Assignee that no insurance coverage of any nature is included in the BMO Obligations or BMO Security.
- 2.4 The Assignment provided for herein is irrevocable, unconditional and without recourse. The Borrowers and the Assignee each jointly and severally save harmless and keep indemnified BMO from and against all claims and demands made or that could be made against or involving BMO as a result of this transaction and/or any steps or proceedings taken to recover the BMO Obligations or to enforce any of the BMO Security. Further, the Borrowers and Assignee each jointly and severally agree to save harmless and keep indemnified BMO against any claims by any third parties in relation to the Borrowers' credit arrangements with BMO.
- 2.5 The Assignee will prepare and register, at its own expense, any and all documentation necessary to record the assignment of the BMO Security. The Assignee is permitted to use BMO's name only for the purpose of identifying the BMO Security and not for any other purpose or in connection with any other matter, including the enforcement of the BMO Security. Except as provided for herein with respect to security given pursuant to Section 427 of the *Bank Act* (Canada), BMO shall not be responsible to make any further changes, amendments, notices, renewals, registrations, filings, transfers or discharges in connection with the registration or continuation of the BMO Security.
- 2.6 BMO agrees to provide to the Assignee all of the original security documents (as it relates to the BMO Security) to the extent that such documents are in their possession within five (5) business days of the payment of the BMO Assignment Price.

### **ARTICLE 3 RELEASES IN FAVOUR OF BMO**

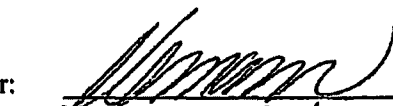
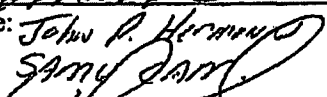
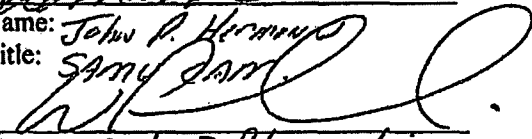
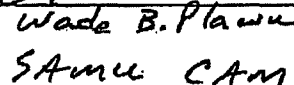
- 3.1 With effect as and from the date on which the Assignee pays the BMO Assignment Price as contemplated in Article 2, each of the Borrowers and the Assignee do hereby unconditionally remise, release and forever discharge by these presents for itself, and any and all of its employees, officers, directors, successors and assigns (each such party being hereinafter in this Article 3 referred to as a "releasor") each of BMO, and its respective employees, officers, directors, representatives, agents, legal representatives and all successors and assigns thereof (each such party being hereinafter referred to in this Article 3 as a "beneficiary") of and from all and any manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, claims, set-offs, counterclaims, damages and demands of any nature whatsoever in law or in equity which against any beneficiary, each releasor ever had, now has or hereafter may have for, on or by reason of any matter, cause or thing of any nature whatsoever existing up to the date of execution herein or in connection with the performance or non-performance of any obligations of one or more releasors under this Agreement.
- 3.2 Each releasor further agrees not to make any claim or take proceedings against any other person, corporation or other legal entity who might claim contribution or indemnity from or with respect to any beneficiary under the provisions of the *Contributory Negligence Act* (Alberta) or on any other basis whatsoever.

**ARTICLE 4  
GENERAL**

- 4.1 Each provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of the remainder hereof.
- 4.2 Time shall be of the essence hereof.
- 4.3 This Agreement including the benefit of the obligations of the parties hereunder shall enure to the benefit of each of the parties hereto and their successors and assigns and shall remain binding on the successors and assigns of the parties hereto. No party may assign any rights hereunder without the express written consent of BMO, which consent may be withheld.
- 4.4 This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and may not be amended or modified in any respect except by written instrument signed by the parties. This Agreement may be executed in any number of counterparts, all of which shall, collectively, constitute one Agreement. This Agreement may be executed and delivered by any one or more of the parties by transmitting a copy of this Agreement (executed by such delivering party) by e mail or similar means of electronic communications.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

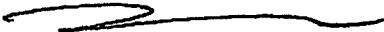
**BANK OF MONTREAL**

Per:   
 Name: John P. Hernandez  
 Title:   
 Per:   
 Name: Wade B. Plawucki  
 Title: 

We have authority to bind Bank of Montreal




**1235962 ALBERTA LTD.**

Per:   
Name: HAROLD ZIBELL  
Title: DIRECTOR

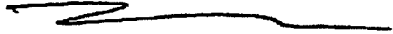
I have authority to bind 1235962 Alberta Ltd.

**PERFORMANCE AG GROUP CALMAR LTD.**

Per:   
Name: HAROLD ZIBELL  
Title: DIRECTOR


I have authority to bind Performance AG Group Calmar Ltd.

**HAR-DE AGRI SERVICES LTD.**

Per:   
Name: HAROLD ZIBELL  
Title: DIRECTOR

I have the authority to bind Har-De Agri Services Ltd.

**MLS PROPERTY GROUP LTD.**

Per:   
Name: Mike Sirois  
Title: President

I have the authority to bind MLS Property Group Ltd.

**SCHEDULE "A"****123 LOAN – PARTICULARS OF SECURITY**

1. Collateral Mortgage of \$918,750.00 over 4827 47 Avenue, Entwistle, Alberta, which is legally described as:
  - a. Lot 1, Block 2, Plan 9420356; and
  - b. Lot 2, Plan 9020824;
2. Agreement Charging Land in favour of Bank of Montreal (registered by way of caveat as Instrument No. 192 105 816);
3. Chattel Mortgage over certain fertilizer bins, buildings, motors, augers, and control boxes;
4. General Security Agreement over all assets of Har-De Agri Services Inc.;
5. Postponement and subordination agreement(s);
6. Guarantees for indebtedness of Har-De Agri Services Inc. as follows:
  - a. \$2,098,000.00 from 942350 Alberta Ltd.;
  - b. \$2,098,000.00 from Harold Zibell;
  - c. \$2,098,000.00 from Har-De Agri Services Ltd.;
  - d. \$2,098,000.00 from Har-De Agri Services Calmar Ltd.;

**SCHEDULE "B"**

**PERFORMANCE AG CALMAR LOAN – PARTICULARS OF SECURITY**

1. **General Security Agreement over all assets of Har-De Agri Services Calmar Ltd.;**
2. **Postponement and subordination agreement(s);**
3. **Guarantees for indebtedness of Har-De Agri Services Calmar Ltd. as follows:**
  - a. **\$2,030,000.00 from 942350 Alberta Ltd.;**
  - b. **\$2,030,000.00 from Harold Zibell;**
  - c. **\$2,030,000.00 from Har-De Agri Services Inc.;**
  - d. **\$2,030,000.00 from Har-De Agri Services Ltd.**

**SCHEDULE "C"****HAR-DE AGRI SERVICES LTD. LOAN – PARTICULARS OF SECURITY**

1. Collateral Mortgage for the amount of \$2,077,500.00 over 49506 Range Road 264, Leduc County, Alberta, legally described as Lot 1, Plan 8822207;
2. Agreement Charging Land in favour of Bank of Montreal (registered by way of caveat as Instrument No. 192 105 801);
3. General Security Agreement over all assets of Har-De Agri Services Ltd.;
4. Postponement and subordination agreement(s);
5. Guarantees for indebtedness of Har-De Agri Services Ltd. as follows:
  - a. \$2,077,500.00 from 942350 Alberta Ltd.;
  - b. \$2,077,500.00 from Harold Zibell;
  - c. \$2,077,500.00 from Har-De Agri Services Inc.;
  - d. \$2,077,500.00 from Har-De Agri Services Calmar Ltd.;
  - e. \$1,700,000.00 from Debbie Zibell.

**SCHEDULE "D"**

**123 LOAN PAYOUT FIGURES – AS OF JUNE 14, 2019**

**Interest Rate:** BMO Prime Rate + 1.75%; Prime Rate is currently 3.95% per annum

**Principal Outstanding:** \$514,753.72

**Accrued Interest:** \$11,391.86

**Per Diem on Principal:** \$82.00

**Please note that legal fees, costs and other expenses are included in Schedule "F".**

**SCHEDULE "E"****PERFORMANCE AG CALMAR LOAN PAYOUT FIGURES – AS OF JUNE 14, 2019**

**Interest Rate:** 21% per annum

**Principal Outstanding:** \$7,964.81

**Accrued Interest:** \$142.44

**Per Diem on Principal:** \$4.63

**Please note that legal fees, costs and other expenses are included in Schedule "F".**

**This credit facility includes unauthorized items presented to BMO for payment without sufficient cleared funds on deposit. Items may be subject to non-sufficient funds processing and remain unpaid.**

**SCHEDULE "F"****HAR-DE AGRI SERVICES LTD. PAYOUT FIGURES – AS OF JUNE 14, 2019**

<b>Facility #1 Interest Rate:</b>	<b>BMO Prime Rate + 1.75%;</b>
	<b>Prime Rate is currently 3.95% per annum</b>
<b>Principal Outstanding:</b>	<b>\$250,000.00</b>
<b>Facility #2 Interest Rate:</b>	<b>BMO Prime Rate + 2.00%;</b>
	<b>Prime Rate is currently 3.95% per annum</b>
<b>Principal Outstanding:</b>	<b>\$934,999.32</b>
<b>Facility #1 &amp; #2 Accrued Interest:</b>	<b>\$8,437.61</b>
<b>Facility #1 &amp; #2 Per Diem on Principal:</b>	<b>\$192.42</b>
<b>Other Charges:</b>	<b>\$1,000.00 (Credit Applications)</b>
<b>For all matters, Legal Fees:</b>	<b>\$16,932.29</b>

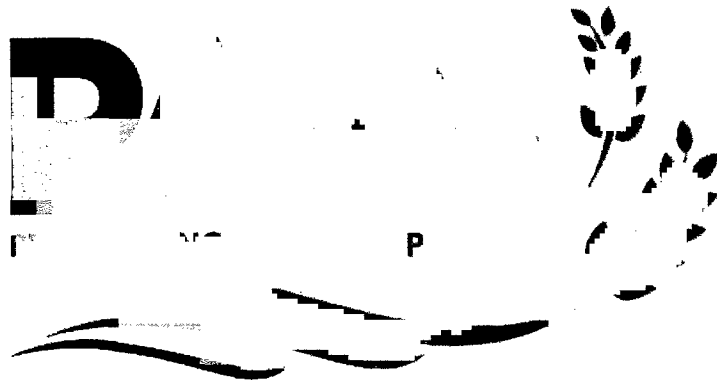
## **APPENDIX F**

A copy of the Request for Offers to Purchase



# REQUEST FOR OFFERS TO PURCHASE

PERFORMANCE AG GROUP CALMAR LTD.  
HAR-DE AGRI SERVICES LTD.  
1235962 ALBERTA LTD.



THE BOWRA GROUP INC.

RECEIVER

NOVEMBER 6, 2019

 The Bowra Group

**REQUEST FOR OFFERS TO PURCHASE**  
**PERFORMANCE AG GROUP CALMAR LTD.**  
**HAR-DE AGRI SERVICES LTD.**  
**1235962 ALBERTA LTD.**

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<b>2. Calmar Location.....</b>	<b>Page 6</b>
<b>3. Evansburg Location.....</b>	<b>Page 6</b>
<b>4. Entwistle Lands.....</b>	<b>Page 7</b>
<b>5. Personal Property Registry Search.....</b>	<b>Page 8</b>
<b>6. Submission of Offers.....</b>	<b>Page 8</b>

**APPENDICES**

- A. Receivership Order**
- B. Capital Asset & Inventory Listing – Calmar, Alberta**
- C. Certificate of Title (Lot 1; Plan 8822207) – Calmar, Alberta (“Calmar Lands”)**
- D. Capital Asset & Inventory Listing – Evansburg, Alberta**
- E. Certificates of Title (Lot 1; Block B; Plan 9420356 & Lot 2; Plan 9020824) – Entwistle, Alberta (“Entwistle Lands”, collectively with the Calmar Lands, the “Lands”)**
- F. Personal Property Registry Searches**
- G. Form of Offer**

## 1. Overview

The Bowra Group Inc. was appointed Receiver (the “**Receiver**”) of the current and future assets, undertakings and properties of Performance Ag Group Calmar Ltd. (“**Performance Ag**”), Har-De Agri Services Ltd. (“**Har-De**”), and 1235962 Alberta Ltd. (“**123**”) (collectively “**Performance Ag Group**” or the “**Companies**”) pursuant to an Order of the Court of Queen’s Bench of Alberta, Edmonton, dated October 17, 2019. A copy of the order is attached as **Appendix A**.

Pursuant to the authority granted to it under the Order, the Receiver is seeking offers to purchase the assets and the lands of Companies.

The Receiver is seeking offers on the following categories of assets;

- Offers to purchase the assets located in Calmar, Alberta, including the Calmar Lands (the “**Calmar Assets**”);
- Offers to purchase the assets located in Evansburg, Alberta (the “**Evansburg Assets**”, collectively with the Calmar Assets, the “**Assets**”); and,
- Offers to purchase the Entwistle Lands.

Performance Ag Group carried on business as a supplier of crop input products such as herbicides, feed, seed, and related products. The Companies conducted operations located in Calmar, Alberta and Evansburg, Alberta. All business operations from the Calmar and Evansburg locations ceased in or about the end of April, 2019. The Company operated from the Calmar Lands, as well as lands leased by it (and therefore not forming a part of the assets in relation to which the Receiver seeks offers) located in Evansburg.

Each of the two parcels forming the Entwistle Lands are currently rented to third party businesses on a month to month basis.

The Assets, which are more particularly described in the below referenced appendices, are of the following general nature:

- Fertilizer storage and mixing systems, including fertilizer bins, hoppers, elevators, mixing booths, blend sheds and other components;
- Grain bins;

- Forklifts;
- Fertilizer spreaders;
- Sea-cans;
- Trailers;
- Corporate vehicles;
- Augers;
- Miscellaneous warehouse equipment; and,
- Office furniture and equipment.

The Entwistle Lands consist of two separately titled lots, one comprising 4.49 acres of bare land, and the other comprising 1.01 acres of land with office/shop building. The Calmar Lands consist of 3.66 acres of land with buildings.

The Assets and Lands are being sold on an “as is, where is” basis and are detailed within the body in the appendices. The Receiver does not make any representations, covenants or warranties regarding either the Assets or the Lands.

**Qualified interested parties may access further detailed information upon request made to the Receiver.**

**All inquiries should be directed to the Receiver.**

Prospective purchasers must submit offers, in the form of the offer enclosed, to The Bowra Group Inc. prior to **4:00 pm MT Friday, January 31, 2020**. Any offer accepted will be subject to Court approval. As noted below, offers for the purchase of the Entwistle Lands will be reviewed as received. The Receiver reserves the right to establish a bid deadline relating to the Entwistle Lands at a later date.

Offers submitted to the Receiver must remain firm and irrevocable for a minimum of seven (7) days after they have been submitted. The Receiver will return the Deposits of prospective purchasers for offers that are not accepted.

The Receiver is at liberty to accept any offer in its sole discretion, and specifically reserves the right (a) not to accept the highest or any offer whatsoever, (b) to accept or negotiate

with any prospective purchaser at any time prior to the deadline, or (c) to apply to Court for approval of any offer.

The Receiver will evaluate the offers received and may individually contact some or all prospective purchasers to request additional information about their respective offers.

This ROP is intended solely for the purpose of soliciting offers from qualified, prospective purchasers of the Companies' assets. The Receiver has prepared the ROP from information provided by the Companies and other sources deemed reliable. The Receiver has conducted a limited review of this information, but has not independently verified its accuracy or completeness. The ROP is provided with the expressed understanding that each prospective purchaser will undertake its own due diligence and independently investigate those matters that it deems pertinent. Nothing in the ROP shall be deemed to create or imply any covenant, representation or warranty whatsoever on the part of the Receiver.

The Receiver reserves the right to amend the ROP at any time and other information that the Receiver transmits in writing or orally to any prospective purchaser.

Each prospective purchaser will bear all their own costs, including, but not limited to, legal counsel and external advisers, for its investigation and due diligence for preparing its offer to purchase or to complete the purchase

For further information about this opportunity please contact:

**Dil Boparai**  
780-705-0488  
dboparai@bowragroup.com

**The Bowra Group Inc.**  
1411 TD Tower  
10088 – 102 Avenue NW  
Edmonton, Alberta T5J 2Z1  
Fax: 780-705-1946

## 2. Calmar Location

Performance Ag operated out of the Calmar Lands, which are in the registered ownership of Har-De. The Calmar Lands housed the Companies' head office and were the primary location of the Performance Ag Group's operations.

A detailed list of the capital assets and inventory located in Calmar, Alberta is attached as **Appendix B**.

Please note that capital asset additions or deletions may occur during the sales process. The Receiver will update interested parties of any additions that occur during the due diligence process.

The details of the Calmar Lands are as follows:

- Lot 1, Plan 8822207: 3.66 acres of land which is improved with main building improvements. The main structure is a 1,650 sq. ft. wood-frame metal clad building used as an office. The other building is a 5,000 sq. ft. building structure used for storage shed. The land includes leasehold improvements, which include fertilizer storage and mixing systems.

A certified copy of the Certificate of Title for Lot 1, Plan 8822207, Calmar, Alberta is attached as **Appendix C**.

## 3. Evansburg Location

Performance Ag Group further operated a smaller retail operation out of a leased property in Evansburg, Alberta. The property is leased on a month-to-month basis. There is an opportunity to negotiate a future lease with the landlord.

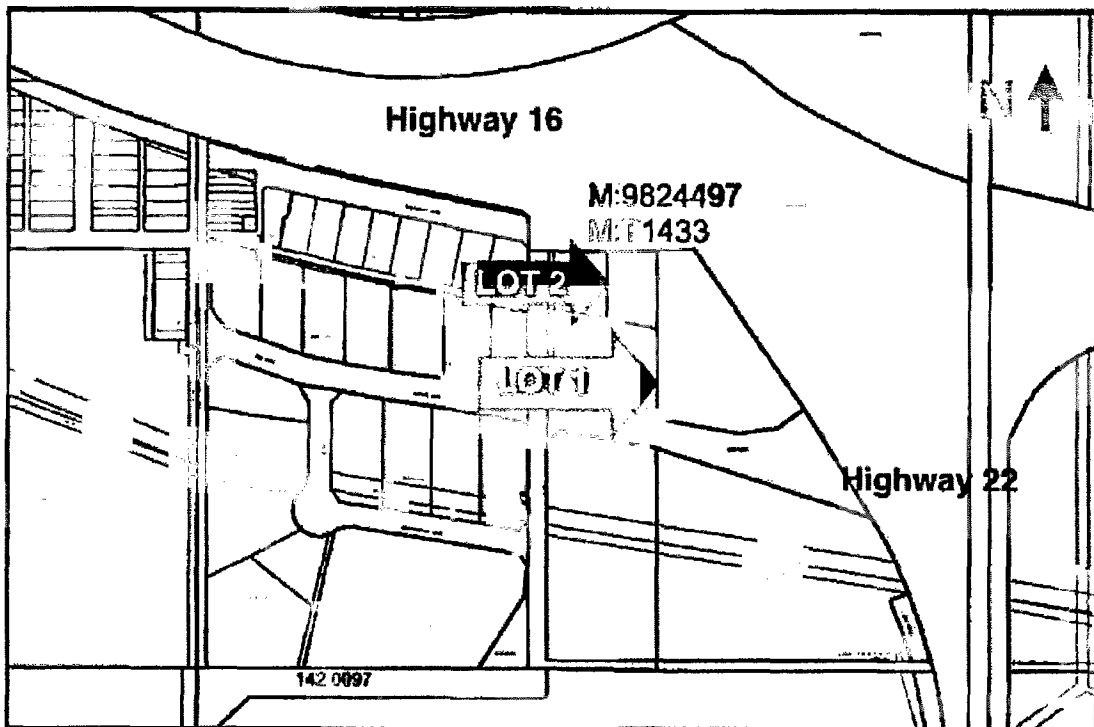
A detailed list of the capital assets and miscellaneous inventory located in Evansburg, Alberta is attached as **Appendix D**.

Please note that capital asset additions or deletions may occur during the sales process. The Receiver will update interested parties of any additions that occur during the due diligence process.

#### 4. Entwistle Lands

The Entwistle Lands are in the registered ownership of 123. The details of the Entwistle Lands are as follows:

- Lot 1, Block B, Plan 9420356: 4.49 acres of land used for storage and is fully fenced with a gravel surface.
- Lot 2, Plan 9020824: 1.01 acres of land with improved single user office/shop building originally constructed in 1987 and expanded in 2012. Site improvements include a gravelled and fully fenced yard with concrete aprons and asphalt along the shop loading doors.



Lot 1 is a corner lot and is exposed to both Highway 16 and Highway 22 and fronts to 45<sup>th</sup> Avenue to the south. Lot 2 is an interior lot with Highway 16 exposure and fronts to 47<sup>th</sup> Avenue to the north.

Lot 1 is currently leased to a rig mat company for storage purposes. Lot 2 is currently leased to an automotive mechanical shop. Both leases are month to month.

Certified copies of the Certificate of Title for Lot 1, Block B, Plan 9420356 and Lot 2, Plan 9020824 are attached as **Appendix E**.

For more information regarding the Entwistle Lands, please contact:

**Jones Lang Lasalle (JLL)**  
Darryl McGavigan, Vice President  
780-328-0064  
darryl.mcgavigan@am.jll.com

Offers for the purchase of the Entwistle lands will be reviewed as received. The Receiver reserves the right to establish a bid deadline at a later date.

## **5. Personal Property Registry Searches**

The results of name searches conducted on the Companies at the Alberta Personal Property Registry are attached as **Appendix F**.

## **6. Submission of Offers**

Prospective purchasers can submit offers to the Vendor at the following address:

**The Bowra Group Inc.**  
1411 TD Tower  
10088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1

**Attention: Dil Boparai**



Each offer to purchase the assets must be in the form of offer attached as **Appendix G** and include a deposit (the “**Deposit**”) by way of a bank draft in the amount of no less than 20% of the offer price and made payable to “The Bowra Group Inc. – In Trust.”

Offers may also be submitted via email (dboparai@bowragroup.com) or via fax (780-705-1946) provided the Deposit is received prior to the deadline.

Additional terms and conditions are further defined in **Appendix G**.

Prospective purchasers must submit offers, in the form of the offer, to the Receiver prior to **4:00 pm MT Friday, January 31, 2020**. **Any offer accepted will be subject to Court approval. As noted above, offers for the purchase of the Entwistle Lands will be reviewed as received. The Receiver reserves the right to establish a bid deadline relating to the Entwistle Lands at a later date.**

Offers submitted to the Receiver must remain firm and irrevocable for a minimum of seven (7) days after they have been submitted. The Receiver will return the Deposits of prospective purchasers for offers that are not accepted.

The Receiver is at liberty to accept any offer in its sole discretion, and specifically reserves the right (a) not to accept the highest or any offer whatsoever, (b) to accept or negotiate with any prospective purchaser at any time prior to the deadline, or (c) to apply to Court for approval of any offer.

The Receiver will evaluate the offers received and may individually contact some or all prospective purchasers to request additional information about their respective offers.

This ROP is intended solely for the purpose of soliciting offers from qualified, prospective purchasers of the Companies’ assets. The Receiver has prepared the ROP from information provided by the Companies and other sources deemed reliable. The Receiver has conducted a limited review of this information, but has not independently verified its accuracy or completeness. The ROP is provided with the expressed understanding that each prospective purchaser will undertake its own due diligence and independently investigate those matters that it deems pertinent. Nothing in the ROP shall be deemed to

create or imply any covenant, representation or warranty whatsoever on the part of the Receiver.

The Receiver reserves the right to amend the ROP at any time and other information that the Receiver transmits in writing or orally to any prospective purchaser.

Each prospective purchaser will bear all their own costs, including, but not limited to, legal counsel and external advisers, for its investigation and due diligence for preparing its offer to purchase or to complete the purchase of the assets.

**The Bowra Group Inc.**

Receiver of the assets, undertakings and properties of Performance Ag Group Calmar Ltd., Har-De Agri Services Ltd., and 1235962 Alberta Ltd. and not in its personal capacity.

**APPENDIX A**  
**Receivership Order**

I hereby certify this to be a true copy of the original.

for Clerk of the Court

Clerk's Stamp:



1903 20042

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

EDMONTON

APPLICANT:

MLS PROPERTY GROUP LTD.

RESPONDENT(S):

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

RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:

McLENNAN ROSS LLP  
#600 McLennan Ross Building  
12220 Stony Plain Road  
Edmonton, AB T5N 3Y4  
Solicitor: Charles P. Russell, Q.C.  
Telephone: (780) 452-9115  
Facsimile: (780) 733-9757  
Email: crussell@mross.com  
File Number: 193504

DATE ON WHICH ORDER WAS PRONOUNCED:

OCTOBER 16, 2019

NAME OF JUDGE WHO MADE THIS ORDER:

JUSTICE J.H. GOSS

LOCATION OF HEARING:

EDMONTON, ALBERTA

UPON the application of MLS Property Group Ltd. in respect of 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. (collectively, the "Debtor"); AND UPON having read the Application and the Affidavit of Derek Petrie filed; AND UPON reading the

consent of The Bowra Group Inc. to act as receiver and manager (the "Receiver") of the Debtor, filed; **AND UPON** hearing counsel for the Plaintiff and the Defendants, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

#### SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

#### APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 [choose applicable statute(s)] The Bowra Group Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

#### RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed ~~\$1,000,000~~ <sup>\$500,000</sup> cumulatively; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,



and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall 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;<sup>1</sup>
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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<sup>1</sup> This suggested language should be considered where there is real property, to facilitate the registration of the Receivership Order with the Land Titles Office in Alberta, or in another province or territory as the case may be, notwithstanding certain provincial or territorial statutory requirements.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph [6] of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on



the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

#### **NO EXERCISE OF RIGHTS OF REMEDIES**

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
  - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.

10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver

(the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

#### EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
  - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
    - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
    - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
  - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

- 17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

## RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "Receiver's Charge") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts,<sup>2</sup> liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any

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<sup>2</sup> The Alberta Court of Appeal has granted leave to appeal in *Canada North Group Inc (Companies' Creditors Arrangement Act)*, 2017 ABQB 550 [*Canada North*], where the Court held that court ordered super-priority charges for a Receiver's Charge may take priority over statutory deemed trusts. The Court in *Canada North* further held that the onus on a variation application depends on whether notice is provided to affected parties. Notice of the application to affected parties is encouraged to the extent possible. To the extent it is not possible or practical in the circumstances, the affected parties can rely on the comeback clause in paragraph 33 of this Order to seek to set aside the priority granted to the Receiver's Charge or Receiver's Borrowing Charge, subject to the protection of lenders, receivers, or other parties that have relied on the charges between the date the receivership order is granted and the date it is varied.

Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

#### ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

#### FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bowragroup.com/performance-ag> (the "Receiver's Website") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publically available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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; and
- (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

36. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that **THE BOWRA GROUP INC.**, the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of **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.** appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Order") made in action numbers \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE BOWRA GROUP INC.**, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

**APPENDIX B**  
**Capital Asset & Inventory Listing – Calmar, Alberta**

PERFORMANCE AG GROUP  
EQUIPMENT ASSET LISTING  
CALMAR LOCATION  
AS AT AUGUST 2 2019

Year	Make	Model	Category	Description	S/N
<b>LEASEHOLD IMPROVEMENTS / FERTILIZER STORAGE AND MIXING SYSTEM</b>					
2011	NORSEMAN		STRUCTURE	12X14 2 STORY BLEND SHED	
	MERIDIAN		STRUCTURE	12X15 LIQUID BLEND SHED	
	MERIDIAN		STRUCTURE	38X72 TARP BUILDING	
	MERIDIAN		BIN / CONTAINER	14X15 TRI-BIN FERTILIZER BIN	612010034155
	MERIDIAN		BIN / CONTAINER	NL FERTILIZER BIN	6120101024948
	MERIDIAN		BIN / CONTAINER	NL FERTILIZER BIN 1	SN UNKNOWN
	MERIDIAN		BIN / CONTAINER	NL FERTILIZER BIN 2	SN UNKNOWN
	MERIDIAN		BIN / CONTAINER	NL FERTILIZER BIN 3	SN UNKNOWN
	MERIDIAN		BIN / CONTAINER	NL FERTILIZER BIN 4	SN UNKNOWN
	MERIDIAN		BIN / CONTAINER	NL FERTILIZER BIN	6120101024973
	WHEATLAND		BIN / CONTAINER	NL FERTILIZER BIN	97107374
	WHEATLAND		BIN / CONTAINER	SL FERTILIZER BIN	97107336
	WESTEEL		BIN / CONTAINER	SL FERTILIZER BIN 2	65040787
	WESTEEL		BIN / CONTAINER	SL FERTILIZER BIN 3	65040788
	WESTEEL		BIN / CONTAINER	SL FERTILIZER BIN 4	65040786
	WESTEEL		BIN / CONTAINER	SL FERTILIZER BIN 5	65040661
	WESTEEL		BIN / CONTAINER	SL FERTILIZER BIN 6	97107376
	MERIDIAN		BIN / CONTAINER	STORAGE FERTILIZER BIN	6120121028304
	MERIDIAN		BIN / CONTAINER	STORAGE FERTILIZER BIN	6120121028320
	WHEATLAND		BIN / CONTAINER	STORAGE FERTILIZER BIN	97097369
	WHEATLAND		BIN / CONTAINER	STORAGE FERTILIZER BIN	97097360
	WHEATLAND		BIN / CONTAINER	STORAGE FERTILIZER BIN	97107383
	PATTISON		BIN / CONTAINER	18X30 LIQUID FERTILIZER TANK - STEEL	6220110333689
	PATTISON		BIN / CONTAINER	18X30 LIQUID FERTILIZER TANK - STEEL	6220110333692
	-		BIN / CONTAINER	LIQUID FERTILIZER TANK - 88	
	-		BIN / CONTAINER	LIQUID FERTILIZER TANK - 71	
	-		BIN / CONTAINER	LIQUID FERTILIZER TANK - PLASTIC	
	PATTISON		BIN / CONTAINER	15MT LIQUID BLEND TANK ON SCALES	SC11258001
	WHEATLAND		BIN / CONTAINER	FERTILIZER BIN	ENDING IN 2429
	WHEATLAND		BIN / CONTAINER	FERTILIZER BIN	ENDING IN 794?
ALL OTHER COMPONENTS ON SITE					
<b>EQUIPMENT / MOVEABLE ASSETS</b>					
2016	FARM KING		BLEND WAGON	7-15 BLEND WAGON	
2015	FARM KING		AUGER	10X71 AUGER	Y107015000255
	FARM KING	1010	AUGER	10X41 AUGER	F0721
	FARM KING		AUGER	1010 AUGER	202211
	HYSTER		FORKLIFT	HYSTER 50 FORKLIFT	
	TOYOTA		FORKLIFT	TOYOTA 20 FORKLIFT	
	DAEWOO	G2SE-3	FORKLIFT	FORKLIFT	CX-05219
	CLARK	CGP25	FORKLIFT	FORKLIFT	ENDING IN 9485FB
	CLEMMER		MISC EQUIPMENT	25,000 DIESEL FUEL TANK	
	CRAFTSMAN		MISC EQUIPMENT	DLT 3000 LAWN MOWER	
	SMC	4816	MISC EQUIPMENT	TENDERBOX	10116101
			OFFICE EQUIPMENT	VARIOUS OFFICE EQUIPMENT	
	SEACAN		SEACAN	SEACAN (x3)	SIN UNKNOWN
	WILMAR		SPREADER	3T FERTILIZER SPREADER	SIN UNKNOWN
	WILMAR		SPREADER	3T FERTILIZER SPREADER	52930
	WILMAR		SPREADER	3T FERTILIZER SPREADER	10203931
	WILMAR		SPREADER	3T FERTILIZER SPREADER	59011
			SPREADER	5T FERTILIZER SPREADER	136582
	ADAMS		SPREADER	4TONNE SPREADER	SIN UNKNOWN
	JOHN DEERE	4030	TRACTOR	TRACTOR	E0148018192W
			TRAILER	BLUE BOX TRAILER	SIN UNKNOWN
			TRAILER	BLACK AND WHITE PUP TRAILER	SIN UNKNOWN
2000			VEHICLE	FREIGHTLINER FLATDECK	1FCVJGJACSYHF03549
2003	GMC	SIERRA	VEHICLE	1/2 TONNE	16TEC14V932108495
	FORD	5350	VEHICLE	WHITE XL SUPERDUTY WITH FLATDECK	SN UNKNOWN
1977	KENWORTH	T800	VEHICLE	KENWORTH T800 WHITE TRUCK	1XKDD29X9VJ946041
	HONDA		VEHICLE	FOURTRAX QUAD - RED	
	KENWORTH	T800	VEHICLE	KENWORTH T800 WHITE TRUCK	952670?
	KENWORTH	T800	VEHICLE	KENWORTH T800 WHITE TRUCK	SIN UNKNOWN
2015	FORD	F150	VEHICLE	FORD F150	

**PERFORMANCE AG GROUP  
INVENTORY LISTING  
CALMAR LOCATION**

<b>Name</b>	<b># of</b>	<b>Size/Volume</b>
Coptrel 500	15	5L
AVAIL	7	2.5gal
Alpine micro bolt	1	1000L
Tricle AL	1	10L
Edge granules	4	25kg
Clever	11	1kg
Sniper	5	10L
Active Prime	90	10L
Nufos 4E	70	10L
MP	26	10L
Sugar Mover	22	10L
Alpine Micro Bolt (VS)	25	10L
Crush Plus	1	416L
2,4-D Amine 600	12	10L
MCPA Sodium 300	48	10L
Azoshy 250SC	64	3.78L
Yara Coppertolex	25	10L
Nuti RX Emerge	20	10L
WRG Preseed	18	10L
K2S04	3	1T totes
lawn Fertilizer (custom)	171	18.2kg
T-MAZ 20	1	1000L
Floor Dry	25	22.7kg
Silicone Dioxide 22S	10	25lbs
Prime Time	126	
Active Flower	87	
Ultra Yield Micronutrients (VS)	90	25kg
Active Build	1	500L
Liquid Fertilizer - various	15	<>250gal
Grass Seed Blend	6	55lbs
Individual various seeds	20	5gal
lawn seed	6	10lbs
Pig Feed blend	<>140	25kg

**APPENDIX C**  
**Certificate of Title (Lot 1, Plan 8822207) – Calmar, Alberta**



LINC  
0010 095 546

SHORT LEGAL  
8822207;;1

TITLE NUMBER: 982 073 850  
TRANSFER OF LAND  
DATE: 17/03/1998

**AT THE TIME OF THIS CERTIFICATION**

HAR-DE AGRI SERVICES LTD.  
OF BOX 823  
CALMAR  
ALBERTA T0C 0V0

(DATA UPDATED BY: CHANGE OF NAME 092121390)  
(DATA UPDATED BY: CHANGE OF ADDRESS 172318750)

IS THE OWNER OF AN ESTATE IN FEE SIMPLE  
OF AND IN

PLAN 8822207  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-  
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION  
NUMBER**

**DATE (D/M/Y) PARTICULARS**

772 138 313	21/07/1977	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012023485)
772 168 635	31/08/1977	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012023783)
882 306 041	22/12/1988	CAVEAT RE : SEE INSTRUMENT CAVEATOR - METODY MANCHAK C/O NICHOLL AND AKERS 200, 10187-104 ST EDMONTON ALBERTA T5J0Z9 AGENT - ELIZABETH L SMITH C/O NICHOLL AND AKERS 200, 10187-104 ST EDMONTON ALBERTA T5J0Z9

NAME HAR-DE AGRI SERVICES LTD.  
NUMBER 982 073 850

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION  
NUMBER

DATE (D/M/Y) PARTICULARS

(DATA UPDATED BY: CHANGE OF ADDRESS 912206725)  
(DATA UPDATED BY: CHANGE OF ADDRESS 922297719)  
(DATA UPDATED BY: CHANGE OF ADDRESS 922312752)

882 306 043 22/12/1988 CAVEAT  
RE : RESTRICTIVE COVENANT  
CAVEATOR - METODY MANCHAK  
C/O NICHOLL AND AKERS  
200, 10187-104 ST  
EDMONTON  
ALBERTA T5J0Z9  
AGENT - ELIZABETH L SMITH  
C/O NICHOLL AND AKERS  
200, 10187-104 ST  
EDMONTON  
ALBERTA T5J0Z9  
(DATA UPDATED BY: CHANGE OF ADDRESS 912206725)  
(DATA UPDATED BY: CHANGE OF ADDRESS 922312752)

162 095 998 08/04/2016 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$2,077,500  
(DATA UPDATED BY: TRANSFER OF MORTGAGE  
192144853)

192 074 408 29/03/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144855)

192 105 801 14/05/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144854)

192 107 141 15/05/2019 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

192 143 208 25/06/2019 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES

NAME HAR-DE AGRI SERVICES LTD.  
NUMBER 982 073 850

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION  
NUMBER**

**DATE (D/M/Y) PARTICULARS**

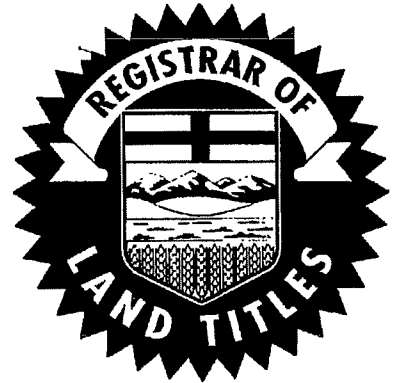
ALBERTA T6X1M5  
AGENT - DANI FIALKOV

192 234 367

27/09/2019

BANKRUPTCY  
TRUSTEE - THE BOWRA GROUP INC.  
SUITE 1411 TD TOWER  
10088 102 AVE  
EDMONTON  
ALBERTA T5J2Z1  
AGAINST - HAR-DE AGRI SERVICES LTD.  
BOX 823  
CALMAR  
ALBERTA T0C0V0  
BANKRUPTCY AND INSOLVENCY ACT

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 27 DAY OF SEPTEMBER, 2019



**\*SUPPLEMENTARY INFORMATION\***  
**VALUE:** \$73,000  
**CONSIDERATION:** \$73,000  
**MUNICIPALITY:** LEDUC COUNTY  
**REFERENCE NUMBER:**  
882 306 045  
**AREA:**  
1.48 HECTARES (3.66 ACRES) MORE OR LESS  
**ATS REFERENCE:**  
4;26;49;32;SE  
**TOTAL INSTRUMENTS:** 010



**APPENDIX D**  
**Capital Asset & Inventory Listing – Evansburg, Alberta**

PERFORMANCE AG GROUP  
EQUIPMENT ASSET LISTING  
EVANSBURG LOCATION

Year	Make	Model	Category	Description	S/N
<b>LEASEHOLD IMPROVEMENTS / FERTILIZER STORAGE AND MIXING SYSTEM</b>					
			BIN / CONTAINER	4 - FERTILIZER TANKS	
			BIN / CONTAINER	FERTILIZER TANK	T0240
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	2008 07 28460
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	2008 07 28411
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	61 2015 04 33697
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	2008 07 28461
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	2008 07 28458
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	2008 07 28462
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	61 2010 10 24966
	MERIDIAN		BIN / CONTAINER	MERIDIAN FERTILIZER BIN	61 2010 10 24942
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1610ESK 93042483
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1620E 95124750
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1620ESK95124751
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	200510 24572
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1620ESK96024870
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	162ESK96024880
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1212ESKBL 92039372
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1512EBLLSK 92029334
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	NO S/N
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	99038897
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	1620ESK96024884
	WHEATLAND		BIN / CONTAINER	WHEATLAND FERTILIZER BIN	INELIGIBLE S/N
	WENINGER		BIN / CONTAINER	WENINGER FERTILIZER BIN	NO S/N
2015	SILVER STREAM		STRUCTURE	35 X 100 TARP BUILDING	
			STRUCTURE	INVENTORY BUILDING WITH WATER TRANSFER PUMP	
			STRUCTURE	CHEMICAL BUILDING	
			STRUCTURE	1 - 8' X 8' BUILDING	NO S/N
				ALL OTHER COMPONENTS ON SITE	
<b>EQUIPMENT / MOVEABLE ASSETS</b>					
2014	FARM KING		AUGER	10 X 70 FERTILIZER/GRAIN AUGER	Y1070160000105
2014	FARM KING		AUGER	8 X 41 GRAN AUGER	210026912
			AUGER	9 X 41 GRAN AUGER	
			AUGER	AUGER	129087
			MISC EQUIPMENT	SWEEPER	NO S/N
			MISC EQUIPMENT	1 - HAND JACK	
			OFFICE EQUIPMENT	VARIOUS OFFICE EQUIPMENT ( 3 COMPUTERS, VARIOUS DESKS)	
			SEACAN	40' SEACAN	CPU682138
			SPREADER	FERTILIZER SPREADER #2	515506
			SPREADER	FERTILIZER SPREADER	10012919
			SPREADER	FERTILIZER SPREADER	10210698
			SPREADER	FERTILIZER SPREADER	
			SPREADER	FERTILIZER SPREADER	
			SPREADER	FERTILIZER SPREADER	
2015	DEUTZ	DX710	TRACTOR	DUETZ TRACTOR	76430155
	TITAN		TRAILER	12' HORSE TRAILER	4TGB1620XA1055316
			TRAILER	TRAILER	25710
			TRAILER	FLAT DECK TRAILER	
			VEHICLE	PAINT TRUCK	S/N 15933
2008	DODGE	1500	VEHICLE	WHITE DODGE 1500 - 1/2 TONNE	1D7HU18238J196112
1997	KENWORTH	T800	VEHICLE	BLUE KENWORTH T800 SEMI TRUCK	1XKDD29X7VJ946040
2003	FORD	F750	VEHICLE	FORD F750 FLATDECK TRUCK	3FDPF75Y23MB1297
1993	GMC		VEHICLE	GMC SEMI TRUCK	S/N ENDING IN 00735
			INVENTORY	MISC INVENTORY - VIEWABLE ON SITE	

**APPENDIX E**  
**Certificates of Title (Lot 1, Plan 9420356 & Lot 2, Plan 9020824) – Entwistle, Alberta**



LINC  
0025 902 743

SHORT LEGAL  
9420356;B;1

TITLE NUMBER: 112 074 895  
TRANSFER OF LAND  
DATE: 18/03/2011

**AT THE TIME OF THIS CERTIFICATION**

1235962 ALBERTA LTD.  
OF PO BOX 490  
CALMAR  
ALBERTA T0C 0V0  
(DATA UPDATED BY: CHANGE OF NAME 192065994)

IS THE OWNER OF AN ESTATE IN FEE SIMPLE  
OF AND IN

DESCRIPTIVE PLAN 9420356  
BLOCK B  
LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-  
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION  
NUMBER**

**DATE (D/M/Y) PARTICULARS**

- 30260P            09/12/1965 CAVEAT  
RE : EASEMENT  
CAVEATOR - ATCO GAS AND PIPELINES LTD.  
10035-105 ST  
EDMONTON  
ALBERTA T5J2V6  
" AFFECTS PART OF THIS TITLE "  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
012027917)
  
- 162 095 996      08/04/2016 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$918,750  
(DATA UPDATED BY: TRANSFER OF MORTGAGE  
192144853)
  
- 192 002 394      04/01/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT

SHORT LEGAL 120330,2,1  
NAME 1235962 ALBERTA LTD.  
NUMBER 112 074 895

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION  
NUMBER**

**DATE (D/M/Y) PARTICULARS**

192144855)

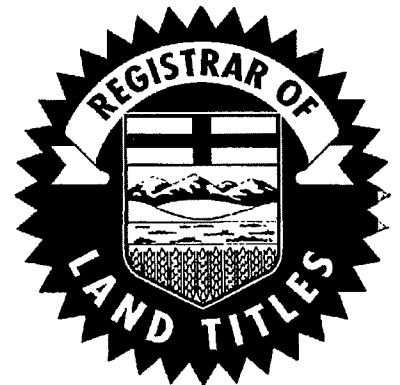
192 105 816 14/05/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144854)

192 107 150 15/05/2019 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

192 143 207 25/06/2019 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI FIALKOV

192 234 386 27/09/2019 BANKRUPTCY  
TRUSTEE - THE BOWRA GROUP INC.  
SUITE 1411 TD TOWER  
10088 102 AVE  
EDMONTON  
ALBERTA T5J2Z1  
AGAINST - 1235962 ALBERTA LTD.  
PO BOX 490  
CALMAR  
ALBERTA T0C0V0  
BANKRUPTCY AND INSOLVENCY ACT

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE  
REPRESENTED HEREIN THIS 27 DAY OF SEPTEMBER,2019



**\*SUPPLEMENTARY INFORMATION\***

VALUE: \$300,000  
CONSIDERATION: \$300,000  
MUNICIPALITY: PARKLAND COUNTY  
REFERENCE NUMBER:  
022 062 508

TITLE NUMBER: 112 074 895

**ATS REFERENCE:**

5;7;53;20;SE

**TOTAL INSTRUMENTS: 007**



LINC  
0013 211 404

SHORT LEGAL  
9020824;;2

TITLE NUMBER: 102 147 676  
TRANSFER OF LAND  
DATE: 04/05/2010

**AT THE TIME OF THIS CERTIFICATION**

1235962 ALBERTA LTD.  
OF PO BOX 490  
CALMAR  
ALBERTA T0C 0V0

(DATA UPDATED BY: CHANGE OF ADDRESS 112393676)  
(DATA UPDATED BY: CHANGE OF NAME 192065994)

IS THE OWNER OF AN ESTATE IN FEE SIMPLE  
OF AND IN

PLAN 9020824  
LOT 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-  
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION**

<b>NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
6788KE	06/04/1956	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD. ATTENTION: LAND DEPARTMENT 10035-105 STREET EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 962232014) (DATA UPDATED BY: TRANSFER OF CAVEAT 012015739)
3025OP	09/12/1965	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 (DATA UPDATED BY: TRANSFER OF CAVEAT 012027917)
912 259 714	25/09/1991	CAVEAT RE : EASEMENT CAVEATOR - IMPERIAL OIL LIMITED. 3011 - 101ST AVENUE, EDMONTON ALBERTA T6P1X7 AGENT - ROBERT A SEIDEL
162 095 996	08/04/2016	MORTGAGE MORTGAGEE - MLS PROPERTY GROUP LTD.

SHORT LEGAL 0020027,12  
NAME 1235962 ALBERTA LTD.  
NUMBER 102 147 676

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION  
NUMBER**

**DATE (D/M/Y) PARTICULARS**

302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$918,750  
(DATA UPDATED BY: TRANSFER OF MORTGAGE  
192144853)

192 002 394 04/01/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144855)

192 105 816 14/05/2019 CAVEAT  
RE : AGREEMENT CHARGING LAND  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI V FIALKOV  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
192144854)

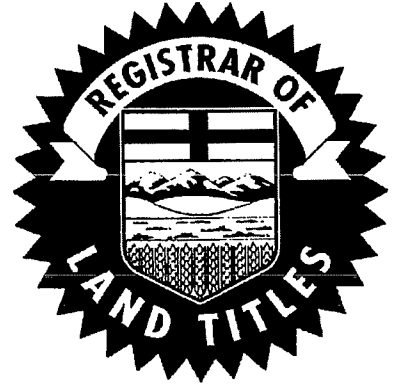
192 107 150 15/05/2019 MORTGAGE  
MORTGAGEE - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

192 143 207 25/06/2019 CAVEAT  
RE : ASSIGNMENT OF RENTS AND LEASES  
CAVEATOR - MLS PROPERTY GROUP LTD.  
302,1524 91 STREET SW  
EDMONTON  
ALBERTA T6X1M5  
AGENT - DANI FIALKOV

192 234 386 27/09/2019 BANKRUPTCY  
TRUSTEE - THE BOWRA GROUP INC.  
SUITE 1411 TD TOWER  
10088 102 AVE  
EDMONTON  
ALBERTA T5J2Z1  
AGAINST - 1235962 ALBERTA LTD.  
PO BOX 490  
CALMAR  
ALBERTA T0C0V0  
BANKRUPTCY AND INSOLVENCY ACT



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 27 DAY OF SEPTEMBER,2019



**\*SUPPLEMENTARY INFORMATION\***

**VALUE:** \$100,000

**CONSIDERATION:** \$100,000

**MUNICIPALITY:** PARKLAND COUNTY

**REFERENCE NUMBER:**

022 109 762

**AREA:**

0.407 HECTARES (1.01 ACRES) MORE OR LESS

**ATS REFERENCE:**

5;7;53;20;SE

**TOTAL INSTRUMENTS:** 009

**APPENDIX F**  
**Personal Property Registry Searches**

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 16032320018

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-23

Registration Status: Current

Expiry Date: 2037-Mar-23 23:59:59

---

Exact Match on:

Debtor

No: 2

---

**Amendments to Registration**

19050335315

Amendment

2019-May-03

19061713628

Amendment

2019-Jun-17

19070425736

Amendment

2019-Jul-04

---

**Debtor(s)**

**Block**

**Status**

Current

1 HAR-DE AGRI SERVICES CALMAR LTD.  
49506 RANGE ROAD 264  
LEDUC COUNTY, AB T0C 0V0

**Block**

**Status**

Current by

19050335315

2 PERFORMANCE AG GROUP CALMAR LTD.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

**Secured Party / Parties**

**Block**

**Status**

Deleted by

19061713628

1 BANK OF MONTREAL  
4906 - 50 AVENUE  
CAMROSE, AB T4V 0S3

Phone #: 780 608 4194

Fax #: 780 672 4182

**Block**

**Status**

Current by

19061713628

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

Search ID #: Z11772140

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1XK0030X4WR952670	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425736
2	1XKDD29X9VJ945746	1998	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425736
3	1FCVGJAC5YHF03549	2000	FREIGHTLINER FLATDECK	MV - Motor Vehicle	Current By 19070425736
4	16TEC14V932108495	2003	GMC SIERRA 1/2 TONNE	MV - Motor Vehicle	Current By 19070425736
5	1FTEW1EG4FKD63608	2015	FORD F150 1/2 TONNE	MV - Motor Vehicle	Current By 19070425736
6	2BVEKCF167V000957	2005	CAN-AM 400	MV - Motor Vehicle	Current By 19070425736

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY; PROCEEDS	Current
2	ONE (1) ADAMS 12 TONNE TENDER BOX, S/N 5141608	Current By 19070425736
3	ONE (1) DOYLE 12 TONNE TENDER BOX, S/N 5373	Current By 19070425736
4	ONE (1) BUMPER PULL FLAT DECK TRAILER, S/N 4UGFH2029ED025726	Current By 19070425736
5	ONE (1) WILMAR 3T FERTILIZER SPREADER 1	Current By 19070425736
6	ONE (1) WILMAR 3T FERTILIZER SPREADER 2, S/N 52930	Current By 19070425736
7	ONE (1) WILMAR 3T FERTILIZER SPREADER 3, S/N 10203931	Current By 19070425736
8	ONE (1) WILMAR 3T FERTILIZER SPREADER 4, S/N 59011	Current By 19070425736
9	ONE (1) 5T FERTILIZER SPREADER, S/N 136582	Current By 19070425736
10	ONE (1) JOHN DEERE 4030 YARD TRACTOR, S/N 4030H 012268R	Current By 19070425736
11	ONE (1) CLARK CGP25 FORKLIFT, S/N 2BVEKCF167V000957	Current By 19070425736

**Search ID #: Z11772140**

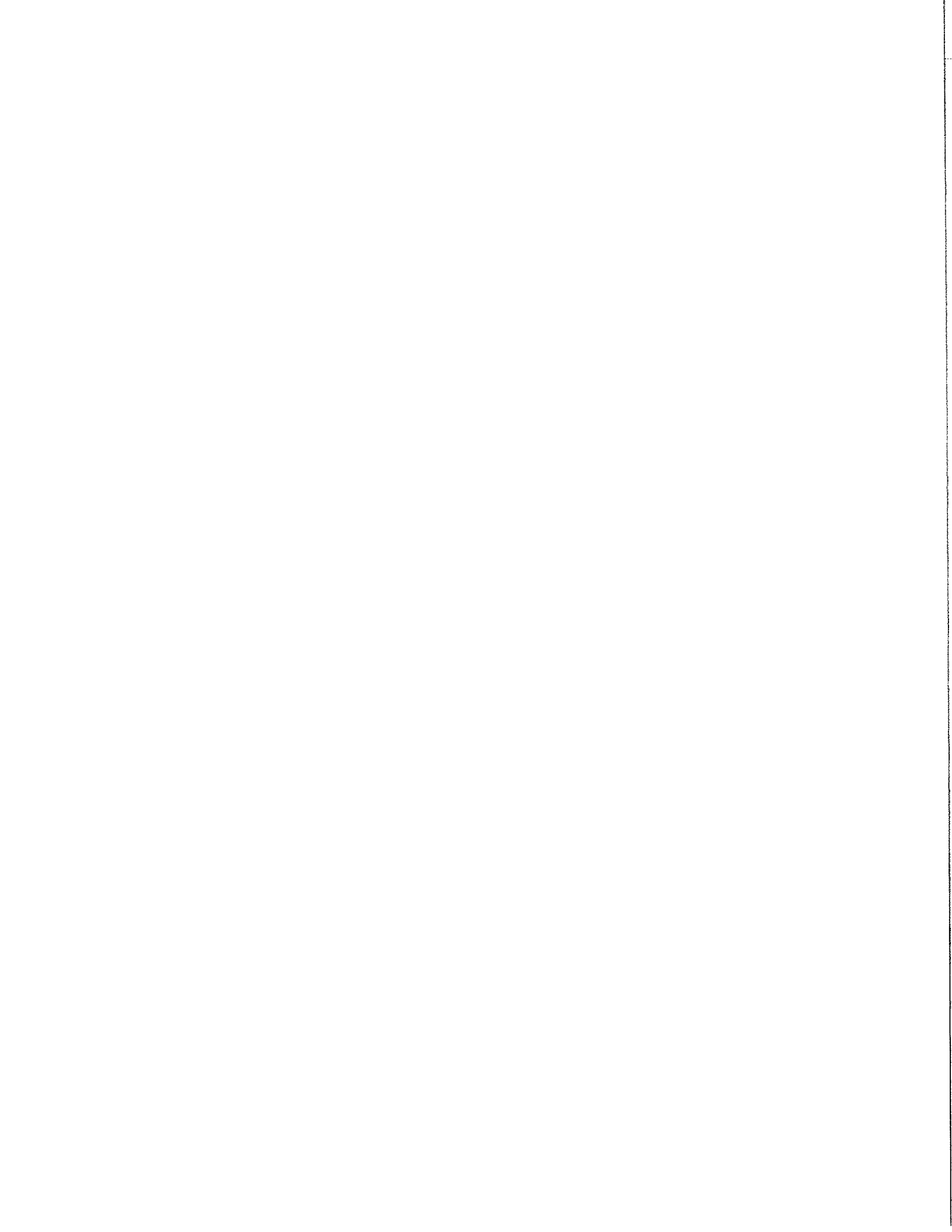
12	ONE (1) ADAMS 12 TON FERTILIZER BLENDER	Current By 19070425736
13	ONE (1) 8 TON SPEED KING FERTILIZER BLENDER	Current By 19070425736
14	ONE (1) 12' X 14' 2-STOREY BLEND SHED	Current By 19070425736
15	ONE (1) MINIC INDUSTRIES 60 MT/HR INLOAD LEG	Current By 19070425736
16	ONE (1) RANCO FERTSERVICE INC. 250 MT/HR BLEND LEG	Current By 19070425736
17	ONE (1) MINIC INDUSTRIES NORTH LINE CONVEYOR	Current By 19070425736
18	ONE (1) R&R INDUSTRIES SOUTH LINE CONVEYOR, S/N 001947 1-91	Current By 19070425736
19	ONE (1) SPEED KING SOUTH JOINING CONVEYOR	Current By 19070425736
20	ONE (1) SPEED KING WEST CROSS CONVEYOR	Current By 19070425736
21	ONE (1) R&R MANUFACTURING EAST CROSS CONVEYOR, S/N 40654-12	Current By 19070425736
22	ONE (1) ADAMS MICRO CONVEYOR	Current By 19070425736
23	ONE (1) R&R INDUSTRIES INPUT LEG CONVEYOR, S/N 410110-12	Current By 19070425736
24	ONE (1) 2017 VALMAR 5500 FERTLIZER/SEED SPREADER, S/N 550017003	Current By 19070425736
25	ONE (1) MERIDIAN 14X15 TRI-BIN FERTILIZER BIN, S/N 6120100324155	Current By 19070425736
26	ONE (1) MERIDIAN NL FERTLIZER BIN 1, S/N 61 2010 10 24948	Current By 19070425736
27	ONE (1) MERIDIAN NL FERTILIZER BIN 2	Current By 19070425736
28	ONE (1) MERIDIAN NL FERTILIZER BIN 3	Current By 19070425736
29	ONE (1) MERIDIAN NL FERTILIZER BIN 4	Current By 19070425736
30	ONE (1) MERIDIAN NL FERTILIZER BIN 5	Current By 19070425736
31	ONE (1) MERIDIAN NL FERTILIZER BIN 6, S/N 61 2010 10 24973	Current By 19070425736

Search ID #: Z11772140

32	ONE (1) WHEATLAND NL FERTILIZER BIN 7, S/N 97107374	Current By 19070425736
33	ONE (1) WHEATLAND SL FERTILIZER BIN 1, S/N 97107336	Current By 19070425736
34	ONE (1) WESTEEL SL FERTILIZER BIN 2, S/N 65 04 0787	Current By 19070425736
35	ONE (1) WESTEEL SL FERTILIZER BIN 3, S/N 65 04 0788	Current By 19070425736
36	ONE (1) WESTEEL SL FERTILIZER BIN 4, S/N 65 04 0786	Current By 19070425736
37	ONE (1) WESTEEL SL FERTILIZER BIN 5, S/N 65 04 0661	Current By 19070425736
38	ONE (1) WESTEEL SL FERTILIZER BIN 6, S/N 97107376	Current By 19070425736
39	ONE (1) WHEATLAND SL FERTILIZER BIN 7, S/N 2005 11 12394	Current By 19070425736
40	ONE (1) MERIDIAN STORAGE FERTILIZER BIN, S/N 61 2012 10 28304	Current By 19070425736
41	ONE (1) MERIDIAN STORAGE FERTILIZER BIN, S/N 61 2012 10 28320	Current By 19070425736
42	ONE (1) WHEATLAND STORAGE FERTILIZER BIN, S/N 97097369	Current By 19070425736
43	ONE (1) WHEATLAND STORAGE FERTILIZER BIN, S/N 97097360	Current By 19070425736
44	ONE (1) WHEATLAND STORAGE FERTILIZER BIN, S/N 97107383	Current By 19070425736
45	ONE (1) PATTISON 18 X 30 LIQUID FERTILIZER TANK - STEEL, S/N 6220110333689	Current By 19070425736
46	ONE (1) PATTISON 18 X 30 LIQUID FERTILIZER TANK - STEEL, S/N 6220110333692	Current By 19070425736
47	ONE (1) LIQUID FERTILIZER TANK - PLASTIC, TANK 88	Current By 19070425736
48	ONE (1) LIQUID FERTILIZER TANK - PLASTIC, TANK 71	Current By 19070425736
49	ONE (1) LIQUID FERTILIZER TANK - PLASTIC	Current By 19070425736
50	ONE (1) PATTISON 15 MT LIQUID BLEND TANK ON SCALES, S/N SC11258001	Current By 19070425736

Search ID #: Z11772140

51	ONE (1) 12' X 15' LIQUID BLEND SHED	Current By 19070425736
52	ONE (1) HONDA 3' LIQUID BLEND PUMP, S/N NP-225A1704000462	Current By 19070425736
53	ONE (1) 2" LIQUID BLEND PUMP, S/N 85-150222	Current By 19070425736
54	ONE (1) LIQUID DELIVERY TANK, S/N 270901096	Current By 19070425736
55	ONE (1) WESTEEL LIQUID DELIVERY TANK	Current By 19070425736
56	ONE (1) 7-15 LIQUID BLEND WAGON	Current By 19070425736
57	ONE (1) 1250 GAL LIQUID HOPPER/BLEND TANK	Current By 19070425736
58	ONE (1) ENDURAPLAS 1200 GAL LIQUID NURSE TANK	Current By 19070425736
59	ONE (1) 2011 NORSEMAN 38' X 72' TARP BUILDING	Current By 19070425736
60	ONE (1) 2016 FARM KING 10' X 71' AUGER, S/N Y107015000255	Current By 19070425736
61	ONE (1) 2015 FARM KING 10' X 41' AUGER, S/N F0721	Current By 19070425736
62	ONE (1) CLEMMER 25,000L DIESEL FUEL TANK	Current By 19070425736
63	ONE (1) CLEMMER 2,000L GAS FUEL TANK, S/N 945162	Current By 19070425736
64	ONE (1) 40' SEACAN, S/N CV000453	Current By 19070425736
65	THIRTY-TWO (32) 1,000L TOTES	Current By 19070425736
66	ONE (1) POWERTECH ET7500 GENERATOR	Current By 19070425736
67	MISCELLANEOUS TOOLS AND PARTS	Current By 19070425736
68	ALL OF THE WITHIN DESCRIBED COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO.	Current By 19070425736
69	PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES.	Current By 19070425736





Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

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Registration Number: 16032338787

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-23

Registration Status: Current

Expiry Date: 2037-Mar-23 23:59:59

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Inexact Match on:

Debtor

No: 2

---

**Amendments to Registration**

18091437149

Amendment

2018-Sep-14

19061714093

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

1 HAR-DE AGRI SERVICES INC.  
RANGE ROAD 75B  
EVANSBURG, AB T0E 0T0

**Status**

Deleted by  
18091437149

**Block**

2 PERFORMANCE AG GROUP EVANSBURG LTD.  
RANGE ROAD 75B  
EVANSBURG, AB T0E 0T0

**Status**

Current by  
18091437149

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
4906 - 50 AVENUE  
CAMROSE, AB T4V 0S3

**Status**

Deleted by  
19061714093

Phone #: 780 608 4194

Fax #: 780 608 4192

**Block**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**

Current by  
19061714093

Search ID #: Z11772140

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY; PROCEEDS	Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 17040322898

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-03

Registration Status: Current

Expiry Date: 2027-Apr-03 23:59:59

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Exact Match on: Debtor No: 3

Exact Match on: Debtor No: 4

Exact Match on: Debtor No: 5

---

**Amendments to Registration**

19050331869

Amendment

2019-May-03

---

**Debtor(s)**

**Block**

**Status**

Current

1 HAR-DE AGRI SERVICES CALMAR LTD.  
BOX 490  
CALMAR, AB T0C 0V0

**Block**

**Status**

Current

2 HAR-DE AGRI SERVICES CALMAR LTD.  
C/O #1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

**Block**

**Status**

Current by  
19050331869

3 PERFORMANCE AG GROUP CALMAR LTD.  
BOX 490  
CALMAR, AB T0C 0V0

**Block**

**Status**

Current by  
19050331869

4 PERFORMANCE AG GROUP CALMAR LTD.  
49506 RANGE ROAD 264  
CALMAR, AB T0C 0V0

Search ID #: Z11772140

**Block**

5 PERFORMANCE AG GROUP CALMAR LTD.  
C/O #1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

**Status**

Current by  
19050331869

**Secured Party / Parties**

**Block**

1 UNIVAR CANADA LTD.  
99 LOWSON CRESCENT  
WINNIPEG, MB R3P 0T3  
Phone #: 204 928 7222 Fax #: 204 489 9065

**Status**

Current

**Collateral: General**

**Block**

**Description**

1 ALL PRODUCTS AND INVENTORY CONSISTING OF AGRICULTURAL AND/OR INDUSTRIAL CHEMICALS, INCLUDING BUT NOT LIMITED TO HERBICIDES, FUNGICIDES, INSECTICIDES, SEED TREATMENTS, SEED, CROP NUTRITION, MICRO NUTRIENTS, OR ANIMAL HEALTH/FEED PRODUCTS SOLD OR SUPPLIED TO THE DEALER BY THE SECURED PARTY FROM TIME TO TIME NOW IN THE POSSESSION OF THE DEALER OR HEREINAFTER FURNISHED FROM TIME TO TIME TO OR TO THE ORDER OF THE DEALER BY THE SECURED PARTY AND ANY ADDITIONS, ACCESSORIES, REPLACEMENTS OR SUBSTITUTIONS THERETO AND THEREFORE AND ALL PROCEEDS THEREOF.  
LOCATED AT ALL LOCATIONS WAREHOUSING PRODUCT PURCHASED FROM UNIVAR.

**Status**

Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

Registration Number: 19052220369

Registration Date: 2019-May-22

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$822,882.67.

Property was seized on 2019-May-17

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2019-May-17	19052220369	\$822,882.67

Exact Match on: Debtor No: 3

Exact Match on: Debtor No: 4

Exact Match on: Debtor No: 5

**Amendments to Registration**

19052415353	Amendment	2019-May-24
19061713987	Amendment	2019-Jun-17

**Solicitor / Agent**

LAWSON LUNDELL LLP  
3700,205 5 AVE SW  
CALGARY, AB T2P 2V7

Phone #: 403 218 7510

Fax #: 103 269 9494

**Civil Enforcement Agent**

CONSOLIDATED CIVIL ENFORCEMENT INC.  
200, 807 MANNING ROAD NE  
CALGARY, AB T2E 7M8

Search ID #: Z11772140

Phone #: 403 262 8800 Fax #: 403 262 8801

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
1	HAR-DE AGRI SERVICES CALMAR LTD. BOX 490 CALMAR, AB T0C 0V0	

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
2	HAR-DE AGRI SERVICES CALMAR LTD. C/O #1, 5304 - 50 STREET LEDUC, AB T9E 6Z6	

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
3	PERFORMANCE AG GROUP CALMAR LTD. BOX 490 CALMAR, AB T0C 0V0	

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
4	PERFORMANCE AG GROUP CALMAR LTD. 49506 RANGE ROAD 264 CALMAR, AB T0C 0V0	

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
5	PERFORMANCE AG GROUP CALMAR LTD. C/O #1, 5304 - 50 STREET LEDUC, AB T9E 6Z6	

**Creditor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
1	UNIVAR CANADA LTD. 99 LOWSON CRESCENT WINNIPEG, MB R3P 0T3 Phone #: 204 928 7222 Fax #: 204 489 9065	

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	5 (five) Pro- Surf II 4x4L	Current
2	3 (three) Refine M480G - 7.6L	Current
3	1 (one) Target 2 x 10L	Current
4	2 (two) Trivallaw 2 x 8L	Current
5	10 (ten) Trivapro 2x8 1L 2x2 43L	Current

Search ID #: Z11772140

6	1 (one) Viper Adv 2x8 1L	Current
7	2 (two) Assorted 300 SC 2x10 - 8L 2x2 5kg	Current
8	1 (one) Assvr II 8L - 8L	Current
9	12 (twelve) 450 - R/T mt	Current By 19061713987
10	6(six) 800 R/T mt	Current By 19061713987
11	3 (three) 450 w/m / trans mt	Current By 19061713987
12	6 (six)800 - Trans mt	Current By 19061713987
13	1 (one) mt - prepass XL	Current By 19061713987
14	5 (five) F-287 - 1000kg	Current By 19061713987
15	1 (one) F-212 1000kg	Current By 19061713987

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	Seizure on May 17, 2019 at Calmar location. Additional goods have been seized. Contact Consolidated Civil Enforcement Inc. for a complete listing as contained in the Notice of Seizure of Personal Property.	Current
<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
2	Goods seized at Calmar location are on a Bailee's Undertaking signed by Evelyn Buining on May 17, 2019.	Deleted By 19052415353
<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
3	Consolidated Civil Enforcement Inc. file number is 133496-DP-4C	Current
<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
4	The goods seized at the Calmar location on May 17, 2019 have been surrendered to Univar Canada. The Notice of Surrender was signed by Evelyn Buining on May 17, 2019. Consolidated Civil Enforcement Inc. has no further interest in these seized goods. All inquiries are to be directed to Univar Canada.	Deleted By 19061713987

Search ID #: Z11772140

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
5	Additional goods have been seized on June 13, 2019 - items listed in blocks 0009 to 0015 in Seized Collateral - General. These items have been surrendered to Univar Canada Ltd. The Notice of Surrender was signed by Mark Randall Sarty on June 13, 2019. Consolidated Civil Enforcement Inc. has no further interest in these items. All inquiries are to be directed to Univar Canada Ltd.	Current By 19061713987

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
6	The goods seized at the Calmar location on May 17, 2019 have been surrendered to Univar Canada. The Notice of Surrender was signed by Evelyn Buining on May 17, 2019. Consolidated Civil Enforcement Inc. has no further interest in these seized goods. All inquiries are to be directed to Univar Canada.	Current By 19061713987



Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

Registration Number: 17040731009

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-07

Registration Status: Current

Expiry Date: 2021-Apr-07 23:59:59

Exact Match on:

Debtor

No: 3

**Amendments to Registration**

18080824285

Amendment

2018-Aug-08

**Debtor(s)**

**Block**

1 X-FACTOR INDOOR GOLF CORPORATION  
24 7700 110 AVE NW  
CALGARY, AB T3E 0Z4

**Status**

Deleted by  
18080824285

**Block**

2 MACHESNEY, DALE  
3316 34 AVE SW  
CALGARY, AB T3E 0Z4

**Status**

Deleted by  
18080824285

Birth Date:  
1984-Oct-15

**Block**

3 PERFORMANCE AG GROUP CALMAR LTD  
PO BOX 490  
CALMAR, AB T0C 0V0

**Status**

Current by  
18080824285

**Secured Party / Parties**

**Block**

1 FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING  
COMPANY  
PO BOX 2400  
EDMONTON, AB T5J 5C7

**Status**

Current

Search ID #: Z11772140

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FTEW1EP4HKC68288	2017	Ford F150	MV - Motor Vehicle	Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

Registration Number: 19032813373

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2020-Mar-28 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

19061713714

Amendment

2019-Jun-17

**Debtor(s)**

**Block**

1 PERFORMANCE AG GROUP CALMAR LTD.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

**Status**  
Current

**Secured Party / Parties**

**Block**

1 FINALTA CAPITAL FUND, L.P.  
1002 RUE SHERBROOKE OUEST, BUREAU 1550  
MONTREAL, QC H3A 3L6

**Status**  
Deleted by  
19061713714

**Block**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**  
Current by  
19061713714

**Collateral: General**

**Block**

1 All present and after acquired personal property.

**Status**  
Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 19032813497

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2020-Mar-28 23:59:59

---

Inexact Match on: Debtor

No: 1

---

**Amendments to Registration**

19061714190

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

**Status**

1 PERFORMANCE AG GROUP EVANSBURG INC.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

Current

**Secured Party / Parties**

**Block**

**Status**

1 FINALTA CAPITAL FUND, L.P.  
1002 RUE SHERBROOKE OUEST, BUREAU 1550  
MONTREAL, QC H3A 3L6

Deleted by  
19061714190

**Block**

**Status**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

Current by  
19061714190

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property.

Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 19032813712

Registration Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Mar-28 23:59:59

---

Inexact Match on: Debtor No: 1

---

**Amendments to Registration**

19061714268

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

**Status**

1 PERFORMANCE AG GROUP EVANSBURG INC.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

Current

**Secured Party / Parties**

**Block**

**Status**

1 FINALTA CAPITAL FUND, L.P.  
1002 RUE SHERBROOKE OUEST, BUREAU 1550  
MONTREAL, QC H3A 3L6

Deleted by  
19061714268

**Block**

**Status**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

Current by  
19061714268

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property

Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 19050335239  
Registration Date: 2019-May-03

Registration Type: LAND CHARGE  
Registration Status: Current  
Registration Term: Infinity

---

Exact Match on: Debtor No: 1

---

**Amendments to Registration**

19061713756

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

1 PERFORMANCE AG GROUP CALMAR LTD.  
1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

**Status**  
Current

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
20TH FLOOR, 10175- 101 STREET  
EDMONTON, AB T5J 0H3

**Status**  
Deleted by  
19061713756

**Block**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**  
Current by  
19061713756

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 19052332032

Registration Date: 2019-May-23

Registration Type: GARAGE KEEPERS' LIEN

Registration Status: Current

Expiry Date: 2019-Nov-23 23:59:59

---

The Vehicle repaired on the Garage Keepers' premises was released on 2019-May-03

The repairs of the vehicle off the Garage Keepers' premises were finished on 2019-May-02

Accessories were provided on 2019-May-02

Lien Amount is \$3,023.63

---

Exact Match on: Debtor No: 1

---

**Vehicle Owner(s)**

**Block**

**Status**  
Current

1 PERFORMANCE AG GROUP CALMAR LTD.  
PO BOX 490  
CALMAR, AB T0C 0V0

**Block**

**Status**  
Current

2 CROP MANAGEMENT NETWORK INC.  
44264 RANGE ROAD 201  
EDBERG, AB T0C 1J0

---

**Person(s) Claiming Lien**

**Block**

**Status**  
Current

1 NEWPORT MANUFACTURING LTD.  
PO BOX 299  
CALMAR, AB T0C 0V0  
Phone #: 780 985 7000  
Email: BOB.IWANICKA@NEWPORTMD.CA

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 19060538309

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-05

Registration Status: Current

Expiry Date: 2021-Jun-05 23:59:59

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Issued in Edmonton Judicial Centre

Court File Number is 1903 11577

Judgment Date is 2019-May-29

This Writ was issued on 2019-Jun-05

Type of Judgment is Other

Original Judgment Amount: \$31,911.95

Costs Are: \$200.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$32,111.95

---

Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

DUNCAN CRAIG LLP  
2800, 10060 JASPER AVENUE  
EDMONTON, AB T5J 3V9

Phone #: 780 428 6036

Fax #: 780 428 9683

Reference #: 202602

**Debtor(s)**

**Block**

**Status**

Current

1 PERFORMANCE AG GROUP CALMAR LTD.  
#1, 5304-50 STREET  
LEDUC, AB T9E 6Z6

**Creditor(s)**

**Block**

**Status**

Current

1 HOOGLAND FARMS LTD.  
C/O 2800, 10060 JASPER AVENUE  
EDMONTON, AB T5J 3V9



Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

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Registration Number: 19061434175

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-14

Registration Status: Current

Expiry Date: 2021-Jun-14 23:59:59

---

Issued in Edmonton Judicial Centre

Court File Number is 1903 10399

Judgment Date is 2019-Jun-12

This Writ was issued on 2019-Jun-14

Type of Judgment is Other

Original Judgment Amount: \$75,175.69

Costs Are: \$1,027.02

Post Judgment Interest: \$0.00

Current Amount Owing: \$76,202.71

---

Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

REYNOLDS MIRTH RICHARDS & FARMER LLP

#3200 10180 101 ST

EDMONTON, AB T5J3W8

Phone #: 780 425 9510

Fax #: 780 429 3044

Reference #: 72445-017RAF

**Debtor(s)**

**Block**

1 PERFORMANCE AG GROUP CALMAR LTD.  
C/O #1, 5304-50 STREET  
LEDUC, AB T9E 6Z6

**Status**

Current

**Creditor(s)**

**Block**

1 WRONKO, JOHN  
C/O #3200, 10180-101 STREET  
EDMONTON, AB T5J 3W8

**Status**

Current

Search ID #: Z11772140

**Business Debtor Search For:**

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z11772140

Date of Search: 2019-Aug-01

Time of Search: 13:59:19

---

Registration Number: 19062414657

Registration Date: 2019-Jun-24

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2021-Jun-24 23:59:59

---

Issued in Red Deer Judicial Centre

Court File Number is 1910000537

Judgment Date is 2019-Jun-07

This Writ was issued on 2019-Jun-20

Type of Judgment is Other

Original Judgment Amount: \$150,121.76

Post Judgment Interest: \$0.00

Costs Are: \$1,051.68

Current Amount Owing: \$151,173.44

---

Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

WARREN SINCLAIR LLP  
600, 4911 51 ST  
RED DEER, AB T4N 6V4

Phone #: 403 343 3320

Fax #: 403 343 6069

Reference #: 112143CCL

Email: CLANGLOIS@WARRENSINCLAIR.COM

**Debtor(s)**

**Block**

**Status**

Current

1 PERFORMANCE AG GROUP CALMAR LTD.  
BOX 490  
CALMAR, AB T0C 2T0

**Creditor(s)**

**Block**

**Status**

Current

1 CKO FARMS LTD.  
BOX 179  
WARGURG, AB T0C 2T0

Search ID #: Z11772143

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 02568089-EDD3 5  
6653

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 00040325607

Registration Date: 2000-Apr-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2020-Apr-03 23:59:59

---

Exact Match on:

Debtor

No: 2

---

**Amendments to Registration**

01112205933	Amendment	2001-Nov-22
05021409601	Amendment	2005-Feb-14
05021410591	Renewal	2005-Feb-14
10030123879	Renewal	2010-Mar-01
10031714362	Amendment	2010-Mar-17
16042226923	Amendment	2016-Apr-22

---

**Debtor(s)**

**Block**

1 MCDONALD AGRI-SERVICES LTD.  
BOX 490  
CALMAR, AB T0C 0V0

**Status**

Deleted by  
10031714362

**Block**

2 HAR-DE AGRI SERVICES LTD.  
BOX 490  
CALMAR, AB T0C 0V0

**Status**

Current by  
10031714362

**Secured Party / Parties**

**Block**

1 VAN WATERS & ROGERS LTD.  
99 LOWSON CRESCENT  
WINNIPEG, MB R3P 0T3

**Status**

Deleted by  
05021409601

Search ID #: Z11772143

<u>Block</u>		<u>Status</u>
2	UNIVAR CANADA LTD. 99 LOWSON CRESCENT WINNIPEG, MB R3P 0T3	Current by 05021409601

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	INVENTORY SUPPLIED BY THE SECURED PARTY, INCLUDING: AGRICULTURAL	Current
2	CHEMICALS, INDUSTRIAL CHEMICALS, SEED, MICRO-NUTRIENTS, ANIMAL	Current
3	HEALTH PRODUCTS, FEED PRODUCTS, WRANGLER PRODUCTS, GUARDSMAN	Current
4	PRODUCTS AND WILBUR-ELLIS PRODUCTS	Current
5	PROCEEDS:ACCOUNTS, CHATTEL PAPER, GOODS, INSTRUMENTS,	Current
6	DOCUMENTS OF TITLE, INTANGIBLES AND SECURITIES	Current

**Particulars**

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THIS REGISTRATION IS SUBORDINATED TO REGISTRATION NUMBER 010321-21368	Current By 01112205933

<u>Block</u>	<u>Other Changes</u>	<u>Status</u>
2	PURSUANT TO A POSTPONEMENT AND SUBORDINATION OF SECURITY INTEREST, DATED APRIL 20, 2016, THIS SECURITY INTEREST IS SUBORDINATED AND POSTPONED TO THE SECURITY INTEREST REGISTERED AS 16032112596, EXCEPTING ANY UNPAID INVENTORY AND ANY PROCEEDS THEREFROM SOLD OR SUPPLIED BY UNIVAR CANADA LTD.	Current By 16042226923

Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01 Time of Search: 13:59:30

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Registration Number: 15032512691  
Registration Date: 2015-Mar-25

Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2025-Mar-25 23:59:59

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Inexact Match on: Debtor No: 1

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**Amendments to Registration**

16042821414	Amendment	2016-Apr-28
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**Debtor(s)**

**Block**

**Status**  
Current

1 HAR-DE AGRI SERVICES INC.  
53314 - RR75A  
EVANSBURG, AB T0E 0T0

---

**Secured Party / Parties**

**Block**

**Status**  
Current

1 BAYER CROPS SCIENCE INC.  
SUITE 200, 160 QUARRY PARK BLVD. SE.  
CALGARY, AB T2C 3G3

---

**Collateral: General**

**Block**

**Description**

**Status**

1 Present and after-acquired inventory of agricultural crop protection pesticides, agricultural seed, agricultural seed products and other related products or items supplied to the debtor by the secured party including without restriction, agricultural crop herbicides, insecticides, and fungicides.

Current

Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles.

Search ID #: Z11772143

**Particulars**

<b><u>Block</u></b>	<b><u>Other Changes</u></b>	<b><u>Status</u></b>
1	PURSUANT TO A POSTPONEMENT AND SUBORDINATION OF SECURITY INTEREST DATED APRIL 28TH, 2016, THIS SECURITY INTEREST IS SUBORDINATED AND POSTPONED TO THE SECURITY INTEREST REGISTERED AS 16032338787, EXCEPTING ANY UNPAID INVENTORY AND ANY PROCEEDS THEREFROM SOLD OR SUPPLIED BY BAYER CROPSCIENCE INC.	Current By 16042821414

Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 16032112596

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-21

Registration Status: Current

Expiry Date: 2037-Mar-21 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

19061713386

Amendment

2019-Jun-17

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**Debtor(s)**

**Block**

**Status**

Current

1 HAR-DE AGRI SERVICES LTD.  
BOX 490  
CALMAR, AB T0C 0V0

---

**Secured Party / Parties**

**Block**

**Status**

Deleted by

19061713386

1 BANK OF MONTREAL  
4906 - 50 AVENUE  
CAMROSE, AB T4V 0S3

**Block**

**Status**

Current by

19061713386

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

---

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY; PROCEEDS

Current



Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 16032417976

Registration Date: 2016-Mar-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2037-Mar-24 23:59:59

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Inexact Match on: Debtor No: 1

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**Amendments to Registration**

19050335379	Amendment	2019-May-03
19061713290	Amendment	2019-Jun-17
19070425695	Amendment	2019-Jul-04

---

**Debtor(s)**

**Block**

1 HAR-DE AGRI SERVICES INC.  
RANGE ROAD 75B  
EVANSBURG, AB T0E 0T0

**Status**

Current

**Block**

2 1235962 ALBERTA LTD.  
SUITE 1, 5304- 50 STREET  
LEDUC, AB T9E 6Z6

**Status**

Current by  
19050335379

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
4906 - 50 AVENUE  
CAMROSE, AB T4V 0S3  
Phone #: 780 608 4185 Fax #: 780 672 2451

**Status**

Deleted by  
19061713290

**Block**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**

Current by  
19061713290

Search ID #: Z11772143

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	E320906	2010	DAEWOO G25E-3 FORKLIFT	MV - Motor Vehicle	Current By 19070425695
2	76430155	2015	DEUTZ DX710 TRACTOR	MV - Motor Vehicle	Current By 19070425695
3	JAF0376121	2002	CASE 85XT SKIDSTEER	MV - Motor Vehicle	Current By 19070425695
4	1D7HU18238J196112	2008	DODGE 1500 1/2 TONNE	MV - Motor Vehicle	Current By 19070425695
5	IXKDD29X7VJ946040	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425695
6	1XKDD29X9VJ946041	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425695
7	3FDPF75Y23MB1297	2003	FORD F750 FLATDECK TRUCK	MV - Motor Vehicle	Current By 19070425695

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	Chattel Mortgage	Current
2	One (1) Fertilizer Blender Serial number: 11507 40 0023	Current
3	One (1) 8' x 8' Building	Current
4	Six (6) Motors, Augers and Control Boxes	Current
5	One (1) Fertilizer Bin - Serial number: 2008 07 28460	Current
6	One (1) Fertilizer Bin - Serial number: 2008 07 28411	Current
7	One (1) Fertilizer Bin - Serial number: 2008 07 28461	Current
8	One (1) Fertilizer Bin - Serial number: 2008 07 28458	Current
9	One (1) Fertilizer Bin - Serial number: 2008 07 28462	Current
10	One (1) Fertilizer Bin - Serial number: 2008 07 28404	Current
11	All present and after-acquired personal property.	Current By 19050335379

**Search ID #: Z11772143**

12	ONE (1) WILLMAR 4 TON FERTILIZER SPREADER #1, S/N 513219	Current By 19070425695
13	ONE (1) FERTILIZER SPREADER #2, S/N 515506	Current By 19070425695
14	ONE (1) FERTILIZER SPREADER #3, S/N 10012919	Current By 19070425695
15	ONE (1) FERTILIZER SPREADER #4, S/N 10210698	Current By 19070425695
16	ONE (1) 2014 FARM KING 10 X 70 GRAIN/FERTILIZER AUGER #1, S/N Y107014000020	Current By 19070425695
17	ONE (1) 2014 FARM KING 10 X 70 GRAIN/FERTILIZER AUGER #2, S/N Y1070160000105	Current By 19070425695
18	ONE (1) 2014 FARM KING 8 X 41 GRAIN/FERTILIZER AUGER, S/N 210026912	Current By 19070425695
19	ONE (1) 2015 SILVER STREAM 35 X 100 TARP BUILDING	Current By 19070425695
20	ONE (1) DOYLE 12T FERTILIZER BLENDER, S/N 150740023	Current By 19070425695
21	ONE (1) SPEED KING 5T FERTILIZER BLENDER, S/N 57061	Current By 19070425695
22	ONE (1) 1250 GAL LIQUID FERTILIZER TANK, S/N 270401541	Current By 19070425695
23	ONE (1) LIQUID FERTILIZER TANK, S/N 220301768	Current By 19070425695
24	ONE (1) LIQUID FERTILIZER TANK, S/N 270901098	Current By 19070425695
25	ONE (1) LIQUID FERTILIZER TANK, S/N 220301755	Current By 19070425695
26	ONE (1) LIQUID FERTILIZER TANK	Current By 19070425695
27	ONE (1) UNDERBIN AUGER, S/N 1002096985	Current By 19070425695
28	ONE (1) UNDERBIN AUGER, S/N 1002096986	Current By 19070425695
29	ONE (1) UNDERBIN AUGER, S/N 1002096887	Current By 19070425695
30	ONE (1) UNDERBIN AUGER, S/N 1002096988	Current By 19070425695
31	ONE (1) UNDERBIN AUGER, S/N 1003004099	Current By 19070425695

**Search ID #: Z11772143**

32	ONE (1) STAMFORD 75KW 913 POWER GENERATOR, S/N 338152-2-2-1011	Current By 19070425695
33	ONE (1) DOYLE 18" UNDERBIN CONVEYOR, S/N 141027A42	Current By 19070425695
34	ONE (1) DOYLE UNDERBIN CONVEYOR, S/N 051214B32	Current By 19070425695
35	ONE (1) 10' X 10' BLEND SHED	Current By 19070425695
36	ONE (1) 2006 DODGE 2500 3/4 TONNE	Current By 19070425695
37	ONE (1) 40' SEACAN, S/N CPPU682138	Current By 19070425695
38	ONE (1) 12' HORSE TRAILER, S/N 4TGB1620XA1055316	Current By 19070425695
39	ONE (1) 12 TONNE ADAMS TENDER BOX	Current By 19070425695
40	ONE (1) 12 TONNE ADAMS TENDER BOX, S/N S-14 2197	Current By 19070425695
41	ONE (1) WEIGH HOPPER GRAIN BLENDER	Current By 19070425695
42	ONE (1) 12' X 12' CHEM SHED	Current By 19070425695
43	ONE (1) 25' BLEND LEG	Current By 19070425695
44	ONE (1) ELEVATOR LEG	Current By 19070425695
45	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28460	Current By 19070425695
46	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2015 04 33697	Current By 19070425695
47	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28411	Current By 19070425695
48	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28461	Current By 19070425695
49	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28458	Current By 19070425695
50	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28462	Current By 19070425695

**Search ID #: Z11772143**

51	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2005 02 31436	Current By 19070425695
52	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2010 10 24966	Current By 19070425695
53	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2010 10 24942	Current By 19070425695
54	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1610ESK 93042483	Current By 19070425695
55	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620E 95124750	Current By 19070425695
56	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK95124751	Current By 19070425695
57	ONE (1) WHEATLAND FERTILIZER BIN, S/N 200510 24572	Current By 19070425695
58	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK96024870	Current By 19070425695
59	ONE (1) WHEATLAND FERTILIZER BIN, S/N 162ESK96024880	Current By 19070425695
60	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1212ESKBL 92039372	Current By 19070425695
61	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1512EBLLSK 92029334	Current By 19070425695
62	ONE (1) WHEATLAND FERTILIZER BIN	Current By 19070425695
63	ONE (1) WHEATLAND FERTILIZER BIN, S/N 99038897	Current By 19070425695
64	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK96024884	Current By 19070425695
65	ONE (1) WENINGER FERTILIZER BIN	Current By 19070425695
66	MISCELLANEOUS TOOLS AND PARTS	Current By 19070425695
67	ALL OF THE WITHIN DESCRIBED COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO.	Current By 19070425695
68	PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES.	Current By 19070425695

Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 17040530312

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-05

Registration Status: Current

Expiry Date: 2027-Apr-05 23:59:59

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Exact Match on: Debtor No: 2

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**Debtor(s)**

**Block**

**Status**

Current

1 HAR-DE AGRI SERVICES CALMAR LTD.  
BOX 490  
CALMAR, AB T0C 0V0

**Block**

**Status**

Current

2 HAR-DE AGRI SERVICES LTD.  
BOX 490  
CALMAR, AB T0C 0V0

**Secured Party / Parties**

**Block**

**Status**

Current

1 BAYER CROPSOURCE INC.  
SUITE 200, 160 QUARRY PARK BLVD. SE.  
CALGARY, AB T2C 3G3

**Collateral: General**

**Block**

**Description**

**Status**

1 Present and after-acquired inventory of agricultural crop protection pesticides, agricultural seed, agricultural seed products and other related products or items supplied to the debtor by the secured party including without restriction, agricultural crop herbicides, insecticides, and fungicides.

Current

Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles.

Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 17051022932

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-May-10

Registration Status: Current

Expiry Date: 2023-May-10 23:59:59

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Inexact Match on: Debtor

No: 1

---

**Amendments to Registration**

18070451776

Amendment

2018-Jul-04

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**Debtor(s)**

**Block**

**Status**  
Current

1 HAR-DE AGRI SERVICES INC.  
BOX 922  
CALMAR, AB T0C0V0

**Block**

**Status**  
Current

2 ZIBELL, HAROLD, M  
BOX 99  
CALMAR, AB T0C0V0

Birth Date:  
1968-Apr-05

**Secured Party / Parties**

**Block**

**Status**  
Deleted by  
18070451776

1 NATIONAL LEASING GROUP INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9  
Phone #: 204 954 9000 Fax #: 204 954 9099

**Block**

**Status**  
Current by  
18070451776

2 CWB NATIONAL LEASING INC.  
1525 BUFFALO PLACE  
WINNIPEG, MB R3T 1L9  
Phone #: 204 954 9000 Fax #: 204 954 9099

Search ID #: Z11772143

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL FERTILIZER SPRAYER OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2812329, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	Purchase Money Security Interest.	Current



Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 19012324505

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-23

Registration Status: Current

Expiry Date: 2020-Jan-23 23:59:59

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Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**

1 HAR-DE AGRI SERVICES LTD.  
PO BOX 490 49506 RR 264  
CALMAR, AB T0C 0V0

Current

**Secured Party / Parties**

**Block**

**Status**

1 GM FINANCIAL CANADA LEASING LTD.  
2001 SHEPPARD AVE. STE 600  
TORONTO, ON M2J 4Z8

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	3GTU2PEJ0HG256684	2017	GMC SIERRA 1500	MV - Motor Vehicle	Current

Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 19032813234

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2020-Mar-28 23:59:59

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Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

19061713434

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

**Status**

1 HAR-DE AGRI SERVICES LTD.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

Current

**Secured Party / Parties**

**Block**

**Status**

1 FINALTA CAPITAL FUND, L.P.  
1002 RUE SHERBROOKE OUEST, BUREAU 1550  
MONTREAL, QC H3A 3L6

Deleted by  
19061713434

**Block**

**Status**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

Current by  
19061713434

**Collateral: General**

**Block**

**Description**

**Status**

1 All present and after acquired personal property.

Current

Search ID #: Z11772143

**Business Debtor Search For:**  
HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 19050335192  
Registration Date: 2019-May-03

Registration Type: LAND CHARGE  
Registration Status: Current  
Registration Term: Infinity

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Exact Match on: Debtor No: 1

---

**Amendments to Registration**

19061713482

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

**Status**  
Current

1 HAR-DE AGRI SERVICES LTD.  
1, 5304- 50 STREET  
LEDUC, AB T9E 6Z6

---

**Secured Party / Parties**

**Block**

**Status**  
Deleted by  
19061713482

1 BANK OF MONTREAL  
20TH FLOOR, 10175 - 101 STREET  
EDMONTON, AB T5J 0H3

**Block**

**Status**  
Current by  
19061713482

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

Search ID #: Z11772143

**Business Debtor Search For:**

HAR-DE AGRI SERVICES LTD.

Search ID #: Z11772143

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

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Registration Number: 19051013849

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-May-10

Registration Status: Current

Expiry Date: 2029-May-10 23:59:59

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Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 HAR-DE AGRI SERVICES LTD.  
#1, 5304 50 STREET  
LEDUC, AB T9E 6Z6

Current

**Secured Party / Parties**

**Block**

**Status**

1 MLS PROPERTY GROUP LTD.  
302, 1524 91 STREET SW  
EDMONTON, AB T6X 1M5

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT,  
ABSOLUTE AND CONTINGENT OF HAROLD ZIBELL TO THE DEBTOR, AND ALL  
PROCEEDS THEREOF.

Current

Result Complete

Search ID #: Z11772142

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 02568086-EDD3 5  
6653

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 16032417976

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-24

Registration Status: Current

Expiry Date: 2037-Mar-24 23:59:59

---

Exact Match on:

Debtor

No: 2

---

**Amendments to Registration**

19050335379

Amendment

2019-May-03

19061713290

Amendment

2019-Jun-17

19070425695

Amendment

2019-Jul-04

---

**Debtor(s)**

**Block**

1 HAR-DE AGRI SERVICES INC.  
RANGE ROAD 75B  
EVANSBURG, AB T0E 0T0

**Status**

Current

**Block**

2 1235962 ALBERTA LTD.  
SUITE 1, 5304- 50 STREET  
LEDUC, AB T9E 6Z6

**Status**

Current by  
19050335379

---

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
4906 - 50 AVENUE  
CAMROSE, AB T4V 0S3

**Status**

Deleted by  
19061713290

Phone #: 780 608 4185

Fax #: 780 672 2451

Search ID #: Z11772142

<u>Block</u>		<u>Status</u>
2	MLS PROPERTY GROUP LTD. 302, 1524 - 91 STREET SW EDMONTON, AB T6X 1M5	Current by 19061713290

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	E320906	2010	DAEWOO G25E-3 FORKLIFT	MV - Motor Vehicle	Current By 19070425695
2	76430155	2015	DEUTZ DX710 TRACTOR	MV - Motor Vehicle	Current By 19070425695
3	JAF0376121	2002	CASE 85XT SKIDSTEER	MV - Motor Vehicle	Current By 19070425695
4	1D7HU18238J196112	2008	DODGE 1500 1/2 TONNE	MV - Motor Vehicle	Current By 19070425695
5	IXKDD29X7VJ946040	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425695
6	1XKDD29X9VJ946041	1997	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 19070425695
7	3FDPF75Y23MB1297	2003	FORD F750 FLATDECK TRUCK	MV - Motor Vehicle	Current By 19070425695

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Chattel Mortgage	Current
2	One (1) Fertilizer Blender Serial number: 11507 40 0023	Current
3	One (1) 8' x 8' Building	Current
4	Six (6) Motors, Augers and Control Boxes	Current
5	One (1) Fertilizer Bin - Serial number: 2008 07 28460	Current
6	One (1) Fertilizer Bin - Serial number: 2008 07 28411	Current
7	One (1) Fertilizer Bin - Serial number: 2008 07 28461	Current
8	One (1) Fertilizer Bin - Serial number: 2008 07 28458	Current
9	One (1) Fertilizer Bin - Serial number: 2008 07 28462	Current

**Search ID #: Z11772142**

10	One (1) Fertilizer Bin - Serial number: 2008 07 28404	Current
11	All present and after-acquired personal property.	Current By 19050335379
12	ONE (1) WILLMAR 4 TON FERTILIZER SPREADER #1, S/N 513219	Current By 19070425695
13	ONE (1) FERTILIZER SPREADER #2, S/N 515506	Current By 19070425695
14	ONE (1) FERTILIZER SPREADER #3, S/N 10012919	Current By 19070425695
15	ONE (1) FERTILIZER SPREADER #4, S/N 10210698	Current By 19070425695
16	ONE (1) 2014 FARM KING 10 X 70 GRAIN/FERTILIZER AUGER #1, S/N Y107014000020	Current By 19070425695
17	ONE (1) 2014 FARM KING 10 X 70 GRAIN/FERTILIZER AUGER #2, S/N Y1070160000105	Current By 19070425695
18	ONE (1) 2014 FARM KING 8 X 41 GRAIN/FERTILIZER AUGER, S/N 210026912	Current By 19070425695
19	ONE (1) 2015 SILVER STREAM 35 X 100 TARP BUILDING	Current By 19070425695
20	ONE (1) DOYLE 12T FERTILIZER BLENDER, S/N 150740023	Current By 19070425695
21	ONE (1) SPEED KING 5T FERTILIZER BLENDER, S/N 57061	Current By 19070425695
22	ONE (1) 1250 GAL LIQUID FERTILIZER TANK, S/N 270401541	Current By 19070425695
23	ONE (1) LIQUID FERTILIZER TANK, S/N 220301768	Current By 19070425695
24	ONE (1) LIQUID FERTILIZER TANK, S/N 270901098	Current By 19070425695
25	ONE (1) LIQUID FERTILIZER TANK, S/N 220301755	Current By 19070425695
26	ONE (1) LIQUID FERTILIZER TANK	Current By 19070425695
27	ONE (1) UNDERBIN AUGER, S/N 1002096985	Current By 19070425695
28	ONE (1) UNDERBIN AUGER, S/N 1002096986	Current By 19070425695
29	ONE (1) UNDERBIN AUGER, S/N 1002096887	Current By 19070425695



Search ID #: Z11772142

30	ONE (1) UNDERBIN AUGER, S/N 1002096988	Current By 19070425695
31	ONE (1) UNDERBIN AUGER, S/N 1003004099	Current By 19070425695
32	ONE (1) STAMFORD 75KW 913 POWER GENERATOR, S/N 338152-2-2-1011	Current By 19070425695
33	ONE (1) DOYLE 18" UNDERBIN CONVEYOR, S/N 141027A42	Current By 19070425695
34	ONE (1) DOYLE UNDERBIN CONVEYOR, S/N 051214B32	Current By 19070425695
35	ONE (1) 10' X 10' BLEND SHED	Current By 19070425695
36	ONE (1) 2006 DODGE 2500 3/4 TONNE	Current By 19070425695
37	ONE (1) 40' SEACAN, S/N CPPU682138	Current By 19070425695
38	ONE (1) 12' HORSE TRAILER, S/N 4TGB1620XA1055316	Current By 19070425695
39	ONE (1) 12 TONNE ADAMS TENDER BOX	Current By 19070425695
40	ONE (1) 12 TONNE ADAMS TENDER BOX, S/N S-14 2197	Current By 19070425695
41	ONE (1) WEIGH HOPPER GRAIN BLENDER	Current By 19070425695
42	ONE (1) 12' X 12' CHEM SHED	Current By 19070425695
43	ONE (1) 25' BLEND LEG	Current By 19070425695
44	ONE (1) ELEVATOR LEG	Current By 19070425695
45	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28460	Current By 19070425695
46	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2015 04 33697	Current By 19070425695
47	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28411	Current By 19070425695
48	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28461	Current By 19070425695

Search ID #: Z11772142

49	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28458	Current By 19070425695
50	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2008 07 28462	Current By 19070425695
51	ONE (1) MERIDIAN FERTILIZER BIN, S/N 2005 02 31436	Current By 19070425695
52	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2010 10 24966	Current By 19070425695
53	ONE (1) MERIDIAN FERTILIZER BIN, S/N 61 2010 10 24942	Current By 19070425695
54	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1610ESK 93042483	Current By 19070425695
55	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620E 95124750	Current By 19070425695
56	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK95124751	Current By 19070425695
57	ONE (1) WHEATLAND FERTILIZER BIN, S/N 200510 24572	Current By 19070425695
58	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK96024870	Current By 19070425695
59	ONE (1) WHEATLAND FERTILIZER BIN, S/N 162ESK96024880	Current By 19070425695
60	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1212ESKBL 92039372	Current By 19070425695
61	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1512EBLLSK 92029334	Current By 19070425695
62	ONE (1) WHEATLAND FERTILIZER BIN	Current By 19070425695
63	ONE (1) WHEATLAND FERTILIZER BIN, S/N 99038897	Current By 19070425695
64	ONE (1) WHEATLAND FERTILIZER BIN, S/N 1620ESK96024884	Current By 19070425695
65	ONE (1) WENINGER FERTILIZER BIN	Current By 19070425695
66	MISCELLANEOUS TOOLS AND PARTS	Current By 19070425695
67	ALL OF THE WITHIN DESCRIBED COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO.	Current By 19070425695

**Search ID #: Z11772142**

68

PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY,  
DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES.

Current By  
19070425695

Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 19032813093

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2020-Mar-28 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

19061714399

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

1 1235962 ALBERTA LTD.  
SUITE 1, 5304 - 50 STREET  
LEDUC, AB T9E 6Z6

**Status**

Current

---

**Secured Party / Parties**

**Block**

1 FINALTA CAPITAL FUND, L.P.  
1002 RUE SHERBROOKE OUEST, BUREAU 1550  
MONTREAL, QC H3A 3L6

**Status**

Deleted by  
19061714399

**Block**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**

Current by  
19061714399

---

**Collateral: General**

**Block**

**Description**

1 All present and after acquired personal property.

**Status**

Current

Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 19050335288

Registration Date: 2019-May-03

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

---

Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

19061714497

Amendment

2019-Jun-17

---

**Debtor(s)**

**Block**

1 1235962 ALBERTA LTD.  
1, 5304- 50 STREET  
LEDUC, AB T9E 6Z6

**Status**  
Current

---

**Secured Party / Parties**

**Block**

1 BANK OF MONTREAL  
20TH FLOOR, 10175 - 101 STREET  
EDMONTON, AB T5J 0H3

**Status**  
Deleted by  
19061714497

**Block**

2 MLS PROPERTY GROUP LTD.  
302, 1524 - 91 STREET SW  
EDMONTON, AB T6X 1M5

**Status**  
Current by  
19061714497

Search ID #: Z11772142

**Business Debtor Search For:**

1235962 ALBERTA LTD.

Search ID #: Z11772142

Date of Search: 2019-Aug-01

Time of Search: 13:59:30

---

Registration Number: 19051013799

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-May-10

Registration Status: Current

Expiry Date: 2029-May-10 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**

1 1235962 ALBERTA LTD.  
#1, 5304 50 STREET  
LEDUC, AB T9E 6Z6

Current

**Secured Party / Parties**

**Block**

**Status**

1 MLS PROPERTY GROUP LTD.  
302, 1524 91 STREET SW  
EDMONTON, AB T6X 1M5

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT,  
ABSOLUTE AND CONTINGENT OF HAROLD ZIBELL TO THE DEBTOR, AND ALL  
PROCEEDS THEREOF.

Current

Result Complete

# APPENDIX G

## Form of Offer

**OFFER TO PURCHASE**

**TO: THE BOWRA GROUP INC., IN ITS CAPACITY AS THE RECEIVER OF PERFORMANCE AG GROUP CALMAR LTD., HAR-DE AGRI SERVICES LTD., AND 1235962 ALBERTA LTD. AND NOT IN ITS PERSONAL CAPACITY**

1. \_\_\_\_\_  
(Name of Purchaser)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address, Phone, Fax and E-mail of Purchaser)

3. The undersigned hereby irrevocably offers to purchase the following assets at the following prices, in the lawful currency of (Canada), namely:

<b>Description</b>	<b>Amount</b>
Specific Assets:	
_____	_____
_____	_____
_____	_____

4. Enclosed is a bank draft or certified cheque payable to The Bowra Group Inc. – In Trust, in the amount of \$\_\_\_\_\_, in the lawful currency of (CDN), representing 20% of the total purchase price.

5. The undersigned hereby represents and warrants that it (is / is not) a non-resident of Canada as defined in the Income Tax Act (Canada).

6. The undersigned acknowledges receipt of a copy of the Terms and Conditions of Sale and acknowledges such Terms and Conditions of Sale are deemed to form part of this Offer to Purchase and agrees to be bound by them and covenants and agrees, that should it be the successful Purchaser, to execute and deliver the applicable form of Asset Purchase Agreement.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City, Province/State) (Day) (Month)

\_\_\_\_\_  
Print Name of Purchaser

\_\_\_\_\_  
Signature of Purchaser  
(I/We have the authority to bind the Purchaser)



**PERFORMANCE AG GROUP CALMAR LTD.  
HAR-DE AGRI SERVICES LTD.  
1235962 ALBERTA LTD.**

**TERMS AND CONDITIONS OF SALE**

1. The Bowra Group Inc. ("**Bowra**" or "**Receiver**"), in its capacity as the court-appointed Receiver of Performance Ag Group Calmar Ltd., Har-de Agri Services Ltd., and 1235962 Alberta Ltd. (collectively the "**Companies**" or "**Performance Ag Group**") will consider written proposals to purchase Performance Ag Group's right, title and interest, if any, in Performance Ag Group's assets, described in Schedule "A" hereto (the "**Assets**").
2. Acceptance of any proposal received by Bowra shall be expressly conditional on obtaining the approval of the Court of the Queen's Bench of Alberta (and the superior court of any other Province or Territory), required to convey title to the Assets in accordance with these terms and conditions in a form and content satisfactory to Bowra. Without limiting the generality of the foregoing, such approval of the Court shall include such Sale Approval and Vesting Orders and such Recognition Orders as the Receiver and its legal counsel may require. Notwithstanding anything herein to the contrary, no proposal shall be binding on Bowra unless and until such court approval has been obtained.
3. If any proposal is accepted by the Receiver and the Court of the Queen's Bench of Alberta (and the superior court of any other Province or Territory), required to convey title to the Assets in accordance with these terms and conditions, then notification of such acceptance shall be transmitted to the Purchaser by notice in writing sent to the Purchaser at the address set forth in the Purchaser's proposal, such notice to be given by electronic transmission or any such other form.
4. Completion of the purchase and sale of the Assets will take place 14 Business Days after the expiration of any appeal period for the Court Order approving the sale, or such earlier or later date as may be agreed to between the Receiver and the Purchaser in writing (the "**Closing Date**"). The term "**Business Day**" shall mean a day which is not a Saturday, Sunday or statutory holiday.
5. The completion of the purchase and sale shall take place on the Closing Date at such place and time as Bowra may advise the Purchaser in writing.
6. At the Closing Date, provided that the purchase price together with all applicable taxes have been paid, Bowra shall execute and deliver to the Purchaser all such bills of sale, transfers, deeds, assignments, and other documents as may be reasonably necessary to convey Performance Ag Group's interests in the Assets to the Purchaser in exchange for payment of the purchase price. Any such transfers, deeds, assignments, and other documents shall be in a form and content satisfactory to Bowra (acting reasonably) and

shall not contain any covenant or representation other than as specifically provided in these terms and conditions.

8. By submitting a proposal, the Purchaser acknowledges that it has inspected the Assets and that the Assets are sold on an "as is, where is" basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or compliance of the Assets (including any lands or buildings) with environmental laws and requirements, or in respect of any other matter or thing whatsoever. Without limitation, all Assets are specifically offered as they exist on closing and with no adjustments to be allowed to the Purchaser for changes in conditions, qualities or quantities of such parcels from the date hereof to the Closing Date. The Purchaser acknowledges that Bowra is not required to inspect or count, or provide any inspection or counting of the Assets or any part thereof and the Purchaser shall be deemed to have relied entirely on its own inspection and investigation including an independent investigation by the Purchaser of current and past uses of the Assets to satisfy the Purchaser as to the effects of any environmental laws, regulations or requirements upon the Assets or the transfer to the Purchaser of the Assets. It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consent to such transfer or assignment and any further documents or assurances which are necessary or desirable in the circumstances, with the exception of obtaining any court orders, including if required, the consent of any municipality or lessor of the Assets.
9. Bowra shall not be required to produce any tax certificate, clearance certificate, abstract of title or documents or copies thereof or any evidence as to title, other than those in its actual possession.
10. Bowra shall remain in possession of the Assets until the purchase price thereof has been paid in full.
11. All proposals must include a fully completed "Offer to Purchase" (enclosed). Supplemental information must be in written form, signed by a duly authorized officer(s) of the entity making the proposal. Proposals received that are not in the attached form or which amend the attached form may, at the sole discretion of Bowra, be rejected.
12. All proposals must be accompanied by a bank draft or certified cheque payable to "The Bowra Group Inc. – In Trust" in an amount equal to not less than 20% of the gross purchase price offered for the Assets. If the proposal is accepted, this draft or cheque shall be deemed a non-refundable cash deposit and shall be forfeited to Bowra on account of liquidated damages if the contemplated sale is not completed by the successful party ("Purchaser") by reason of the Purchaser's default. Acceptance of any proposal is subject to Bowra and the Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to Bowra.
13. In consideration of Bowra making available to purchasers these Terms and Conditions of Sale, any other information, and the opportunity of inspection, and/or in consideration of

receiving and considering any proposal to be submitted hereunder, the Purchaser agrees that its proposal is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.

14. In the event that some of the proposals are substantially in the same terms and/or amounts as determined by Bowra, Bowra may, in its sole discretion, call upon those purchasers to re-submit to Bowra for its final consideration. Each purchaser is in agreement that the re-submission contemplated under this section is a fair and reasonable manner of proceeding in the case of proposals in substantially the same terms and/or amounts.
15. Although the Receiver will entertain piecemeal offers, preference will be given to en-bloc offers.
16. The balance of the purchase price, subject to normal adjustments, shall be paid on or before the Closing Date. The closing shall take place at the offices of Parlee McLaws LLP, Edmonton, Alberta.
20. The Purchaser shall pay to Bowra on closing, in addition to the balance of the purchase price, all applicable federal, provincial and states taxes, unless the applicable exemption certificates are presented to Bowra on or before the Closing Date.
21. The Purchaser shall be solely responsible for any costs to gain access to or in the Assets, if any.
22. The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Assets and the use thereof by the Purchaser.
23. The highest or any proposal shall not necessarily be accepted. Each purchaser agrees that Bowra shall be entitled to accept whichever proposal, if any, Bowra, in its sole unrestricted discretion, considers to be the most advantageous. Each purchaser further agrees that Bowra shall have the unfettered right to discuss and clarify any proposal with the submitting purchaser.
24. Bowra reserves the right to amend or terminate the proposal process at any time.
25. The obligation of Bowra to complete any Agreement of Purchase and Sale shall be relieved if, on or before the Closing Date:
  - any Asset which is the subject of an Agreement of Purchase and Sale is removed from the control of Bowra by any means or process; or
  - any such Asset is redeemed.
26. In either case, the sole obligation of Bowra to the Purchaser shall be to return the deposit without interest or deduction.

27. The submission of a proposal to Bowra shall constitute an acknowledgment and an acceptance by the prospective purchaser of the "Terms and Conditions of Sale".
28. The validity and interpretation of these Terms and Conditions of Sale, and each provision and part thereof and of the Agreement of Purchase and Sale defined herein, shall be governed by the laws of the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction with respect to any dispute arising out of these Terms and Conditions of Sale or any Agreement of Purchase and Sale entered into pursuant hereto.
29. All stipulations as to time are strictly of the essence.
30. The Purchaser shall assume, at the Purchaser's cost, complete responsibility for compliance with all laws, municipal, provincial or federal insofar as the same apply to the Assets (including the lands and buildings) and the use thereof by the Purchaser.
31. The Purchaser(s) agree(s) to accept title to any real property subject to work orders, municipal requirements, including building or zoning by-laws and regulations, easements for hydro, gas, telephone or any other utility affecting the real property, like services to the real property, and restrictions and/or covenants which run with the real property.
32. Bowra reserves the right to withdraw any parcel or any part thereof if there is any actual, threatened or anticipated litigation with respect to any parcel or any part thereof, or if any parcel has been redeemed or if the security under which Bowra was appointed is deemed invalid, or the parcel or any part thereof has been sold directly to another third party outside of this tender process. If Bowra exercises the right, unless the Receiver and the Purchaser agree in writing to an adjustment of the purchase price or such other amendment as is agreeable to both parties, the Agreement of Purchase and Sale affecting such parcel(s) shall be automatically terminated and deemed null and void and the deposit money shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
33. Bowra is acting in its capacity as the Receiver of Performance Ag Group Calmar Ltd., Har-de Agri Services Ltd., and 1235962 Alberta Ltd. and not in its personal capacity.

**SCHEDULE "A"**  
**(LIST OF ASSETS)**

## **APPENDIX G**

### **Copies of the JLL Marketing Brochures**



# For Sale

**1.01 acre & 4.49 acres with unparalleled exposure to Highway 16**

- 1.01 acre property is adjacent to an ESSO and currently features a mechanic shop with tenant in place
- 4.49 acres is bare land and is leased to a rig mat company
- Legal Description: 5-7-53-20-SE
- Total Building Area: 5,933 square feet
- Zoning: IAR - Industrial Agricultural Resource
- Construction: Metal clad
- Year Built: 1987, 2004, and 2012
- Ceiling Height: 16' - 20' at eaves; 20' - 25' at centre
- Loading: Grade
- Lighting: Fluorescent and T5HO
- Sale Price: \$800,000

## Entwistle Facilities

4827 47 Ave, Entwistle, AB

### Darryl McGavigan

+1 780 328 0064

darryl.mcgavigan@am.jll.com

### David Kraus

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david.kraus@am.jll.com

### Jim Bijou, SIOR

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### Adam Butler

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### Angela Wu-Kemp

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### Andres Mateluna

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## Contact Us

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**JLL Edmonton Industrial**  
Suite 2101 TD Tower  
10088 102 Ave. NW  
Edmonton, AB, T5J 2Z1





# For Sale

**3.66 acres in close proximity to major transportation routes**

- Office, warehouse, and storage buildings on site
- Currently operated as a fertilizer production facility with twenty-one hoppers of varying sizes, truck dump and loading areas, blender unit, and conveyor belts also on property
- Minutes east of the town of Calmar along Highway 39
- Excellent access to major transportation routes

**Calmar Facility**  
49506 RR 264, Leduc Co.

**Darryl McGavigan**  
+1 780 328 0064  
darryl.mcgavigan@am.jll.com

**David Kraus**  
+1 780 328 0068  
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**Adam Butler**  
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**Andres Mateluna**  
+1 780 328 2557  
andres.mateluna@am.jll.com

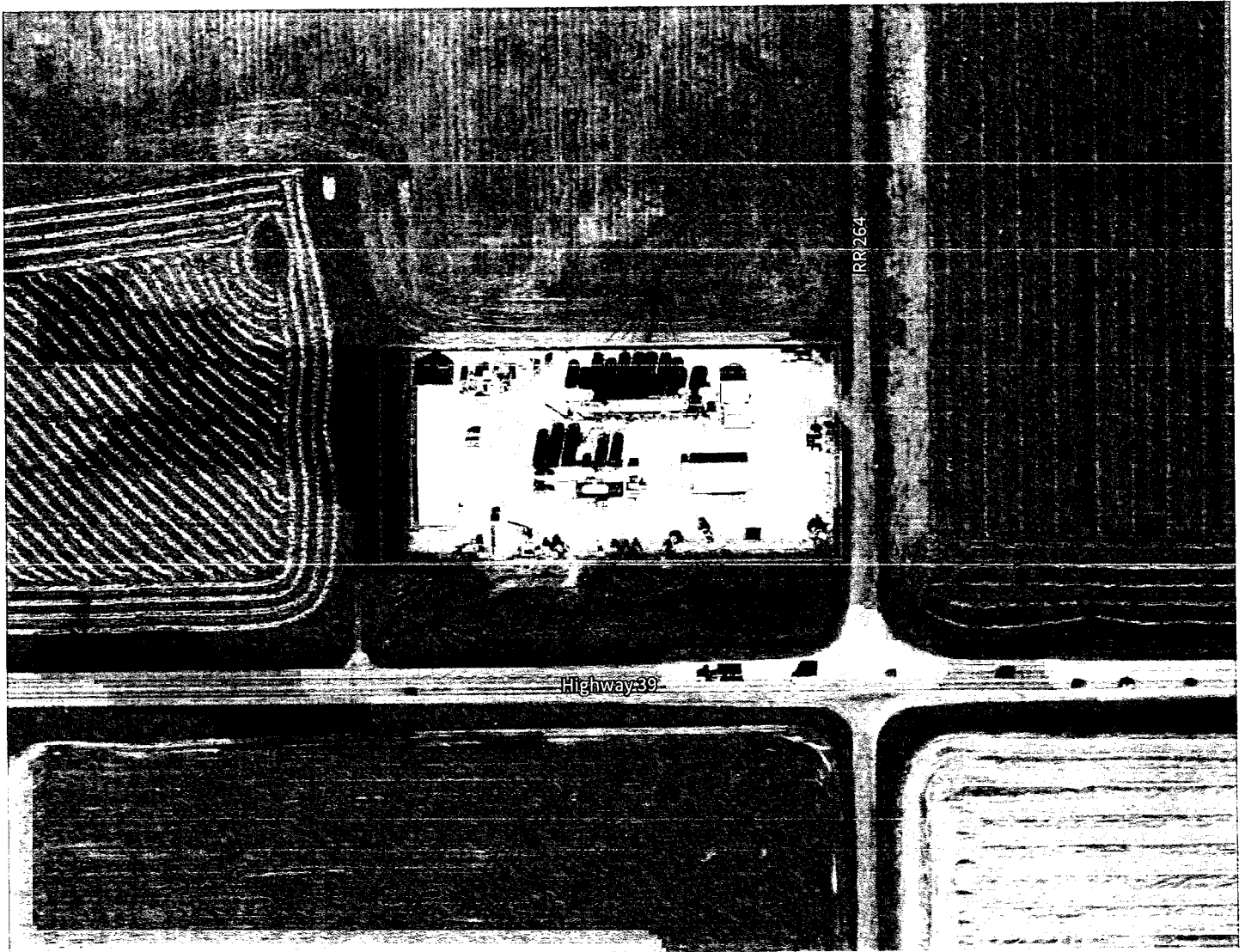




## Property Details

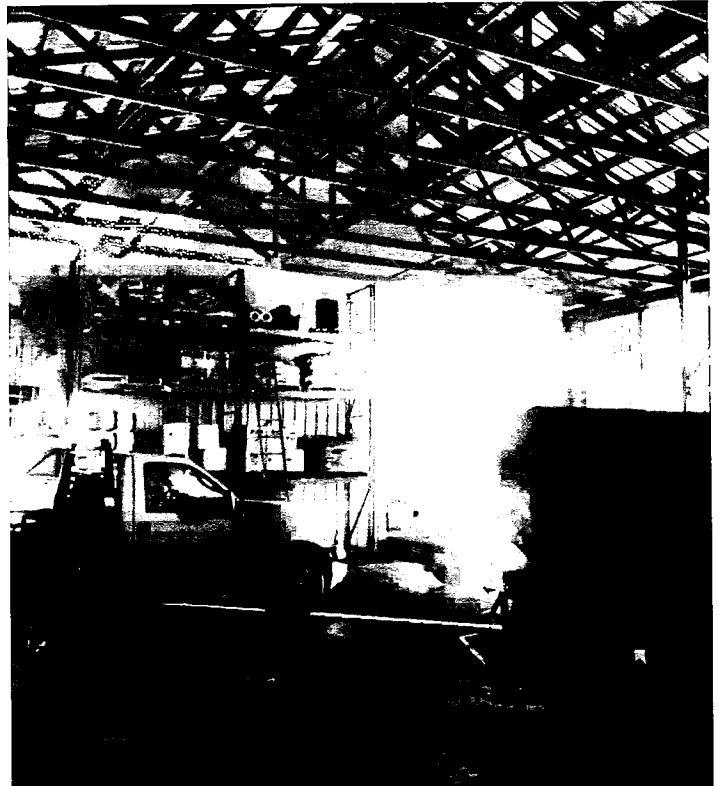
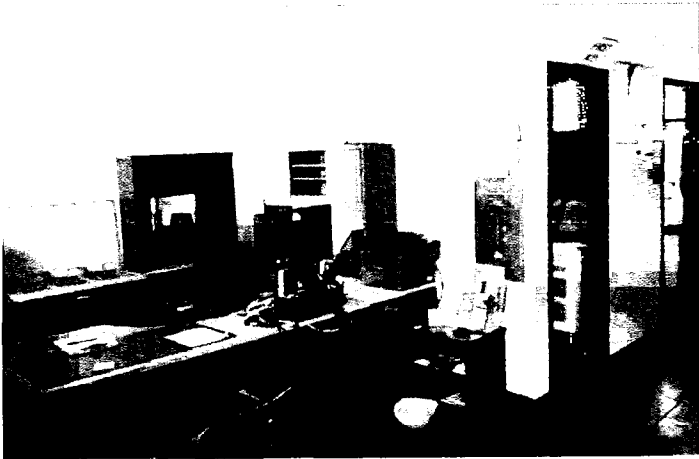
- Office Building: ±1,650 square feet
- Warehouse Building: ±10,000 square feet
- Site Area: 3.66 acres
- Legal Description: 4-26-49-32-SE
- Zoning: IAR - Industrial Agricultural Resource
- Heating: Radiant tube
- Construction: Wood frame, metal clad
- Loading: Grade





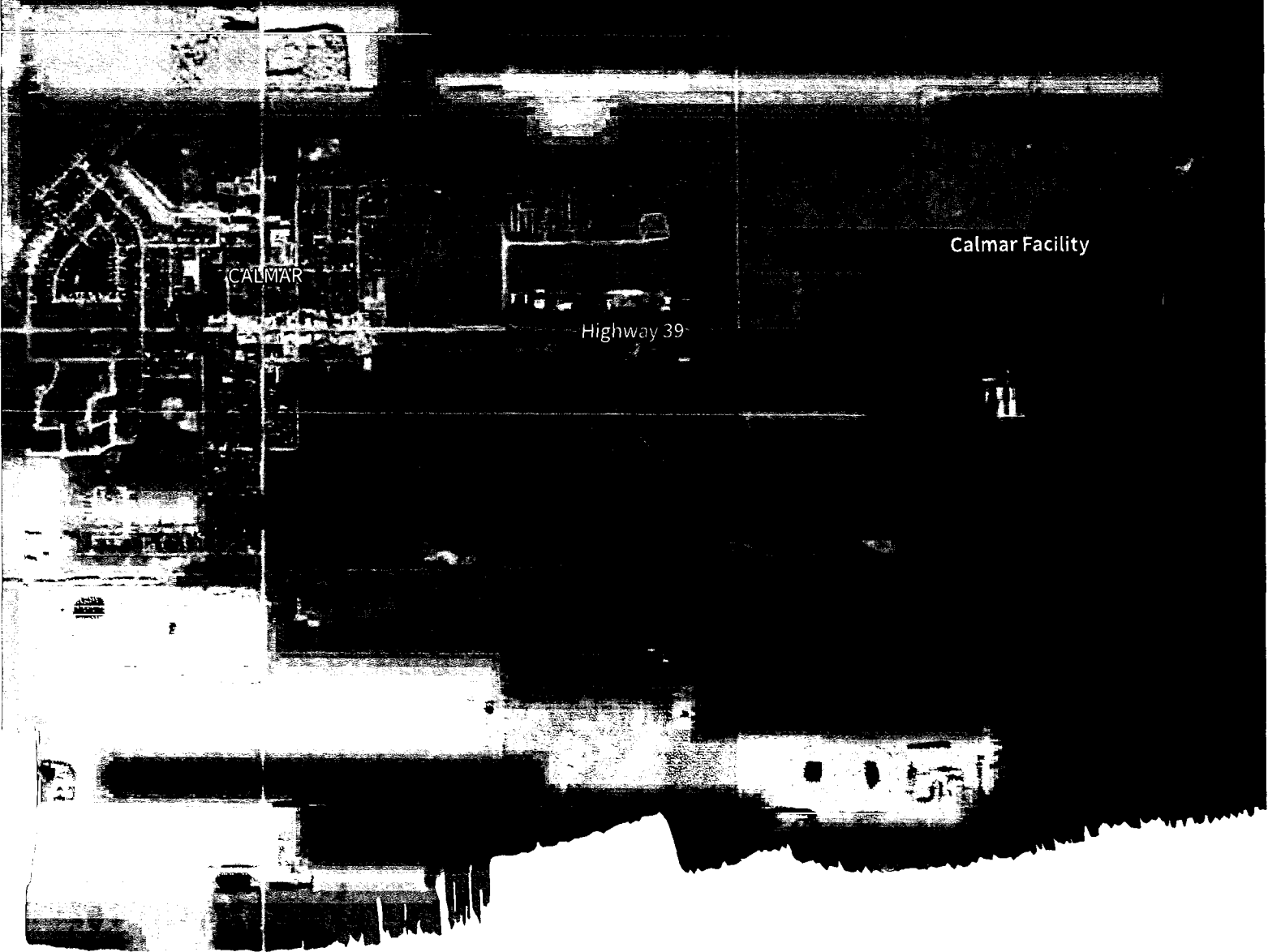
RR264

Highway 39



## Sale Details

- Sale Price: Market
- Contact us for more information



## Contact Us

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**JLL Edmonton Industrial**  
Suite 2101 TD Tower  
10088 102 Ave. NW  
Edmonton, AB, T5J 2Z1

## **APPENDIX H**

Copies of the 2019 Tax Certificates from Parkland County



**Parkland County**  
 53109A HWY 779  
 Parkland County, AB T7Z 1R1  
 Phone: 780-968-8888 Fax: 780-968-8413

T A X C E R T I F I C A T E

Roll Number: 4270571 Certificate Number: 15102  
 Legal Description: M-Rg-Twp-Sc-PS Plan -Block -Lot  
 5-07-053-20-SE 9020824 - -2  
 Municipal Address: 4827 47 AVE  
 Property Area: 1.000 Acres LINC #: 0013211404  
 Subdivision: 722 - ENTWISTLE-HAMLET Title #: 102147676

Tax year:	2019	2020
Tax Levy: \$	5,093.63	.00
Supplementary Tax Levy: \$	.00	.00
Local Improvement Levy: \$	.00	.00
Local Improvement Expiration Date:		

Current Taxes Outstanding: \$	.00
Arrears Taxes Outstanding: \$	<u>6,224.51</u>
Total amount of taxes payable at this date: \$	6,224.51

Total utilities balance including arrears: \$ 18.56  
 TIPP (Tax Installment Payment plan) monthly payment amount of: .00

This certificate is binding on the municipality only to the date below and does not include taxes on buildings that are under construction but not yet assessed, and that may be added to the tax roll by the municipality as owing provided for in the Municipal Government Act, and does not include any money owing to the municipality but not to this date added to the tax roll of the municipality under the provision of any statute.

Your File ID. 75782-5

*K Bellamy*  
 Karen Bellamy  
 Supervisor, Revenue Services  
 Parkland County  
 2020/01/08 15:40:41



**Parkland County**  
53109A HWY 779  
Parkland County, AB T7Z 1R1  
Phone: 780-968-8888 Fax: 780-968-8413

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A D D I T I O N A L    I N F O R M A T I O N

Roll Number:      4270571

Certificate Number:    15102

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Yearly Summary of Tax Levies

Invoice Year	Tax Levy	Local Improvement	Supplementary Tax	Total Tax
2020	.00	.00	.00	.00
2019	5,093.63	.00	.00	5,093.63

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Property Search

Email Us

## Property Information For Roll #: 4270571

Current Assessment for Tax Year : 2019

Property Address (Urban)	4827 47 AVE
Property Address (Rural)	
Lot Block Plan	2 - 9020824
Mer Rng Twp Sec Psec	5 7 53 20 SE
Additional Legal 1	4827-47 AVE
Additional Legal 2	
Subdivision	ENTWISTLE-HAMLET
LINC #	13211404
Total Area	1.00
Last Assessment Notice Date	May 17, 2019
Last Tax Notice Date	May 17, 2019
Current Assessment (\$)	416,940

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Date: Aug 22, 2019  
Time: 13:30:07

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**Parkland County**  
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Parkland County, AB T7Z 1R1  
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T A X C E R T I F I C A T E

Roll Number: 4270577 Certificate Number: 15101

Legal Description: M-Rg-Twp-Sc-PS Plan -Block -Lot  
5-07-053-20-SE 9420356 -B -1

Municipal Address:

Property Area: 4.490 Acres  
Subdivision: 722 - ENTWISTLE-HAMLET

LINC #: 0025902743  
Title #: 112074895

Tax year:	2019	2020
Tax Levy: \$	1,984.23	.00
Supplementary Tax Levy: \$	.00	.00
Local Improvement Levy: \$	.00	.00
Local Improvement Expiration Date:		

Current Taxes Outstanding: \$	.00
Arrears Taxes Outstanding: \$	.00
Total amount of taxes payable at this date: \$	.00

TIPP (Tax Installment Payment plan) monthly payment amount of: .00

This certificate is binding on the municipality only to the date below and does not include taxes on buildings that are under construction but not yet assessed, and that may be added to the tax roll by the municipality as owing provided for in the Municipal Government Act, and does not include any money owing to the municipality but not to this date added to the tax roll of the municipality under the provision of any statute.

Your File ID. 75782-5

*K Bellamy*  
Karen Bellamy  
Supervisor, Revenue Services  
Parkland County  
2020/01/08 15:39:09



**Parkland County**  
53109A HWY 779  
Parkland County, AB T7Z 1R1  
Phone: 780-968-8888 Fax: 780-968-8413

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A D D I T I O N A L    I N F O R M A T I O N

Roll Number:      4270577

Certificate Number:      15101

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Yearly Summary of Tax Levies

Invoice Year	Tax Levy	Local Improvement	Supplementary Tax	Total Tax
2020	.00	.00	.00	.00
2019	1,984.23	.00	.00	1,984.23

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Property Search

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## Property Information For Roll #: 4270577

Current Assessment for Tax Year : 2019

Property Address (Urban)	
Property Address (Rural)	
Lot Block Plan	1 B 9420356
Mer Rng Twp Sec Psec	5 7 53 20 SE
Additional Legal 1	
Additional Legal 2	
Subdivision	ENTWISTLE-HAMLET
LINC #	25902743
Total Area	4.49
Last Assessment Notice Date	May 17, 2019
Last Tax Notice Date	May 17, 2019
Current Assessment (\$)	162,420

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Date: Aug 22, 2019  
Time: 13:30:54

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