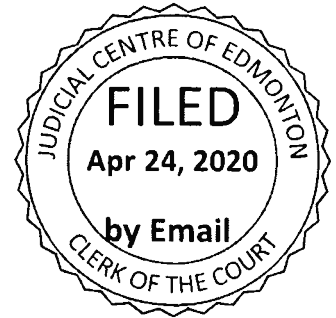


Clerk's stamp:



COURT FILE NUMBER

1903 20042

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

MLS PROPERTY GROUP LTD.

DEFENDANTS

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

DOCUMENT

**SECOND 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@bowragroup.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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- A. A copy of the Certificate of Title to the Calmar Land
- B. A copy of Receivership Order – October 17, 2019
- C. A copy of the Personal Property Registry Search – 1235962 Alberta Ltd.
- D. A copy of the Personal Property Registry Search – Performance AG Group Calmar Ltd.
- E. A copy of the Personal Property Registry Search – Har-De Agri Services Ltd.
- F. A copy of the BMO Security Assignment dated June 14, 2019
- G. A copy of the Request for Offers to Purchase
- H. A list of the prospective purchasers contacted
- I. Copies of the JLL Marketing Brochures
- J. Copy of the 2019 Tax Certificate from Leduc County

Confidential Appendices

- 1. Summary of the Offers Received
- 2. A copy of the Ritchie Bros' Offer
- 3. A copy of the proposed Contract to Auction
- 4. Summary of Interest in the Calmar Land
- 5. A copy of the Tourneur Offer

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 First Report to Court dated January 22, 2020;
 - ii. Provide the Court with an update on the marketing and sales efforts of the assets of the Performance Ag Group (the "**PAG Assets**") and a parcel of land located in Calmar, Alberta, in the registered ownership of Har-De Ag (the "**Calmar Land**");
 - iii. Assist in the Court's consideration of the Receiver's application for the approval of an offer made by Ritchie Bros for the auction of the PAG Assets and Calmar Land (the "**Ritchie Bros' Offer**"), and the approval of the Contract to Auction entered to facilitate a sale by that means;
 - iv. Assist in the Court's consideration of the Receiver's application for the approval of an offer made by Wayne Tourneur to purchase two specific pieces of equipment (the "**Tourneur Offer**"); and,
 - v. Seek the Court's approval of a Temporary Sealing Order in relation to the Confidential Appendices hereto.
3. This is the Receiver's second report to the Court. This report should be read in conjunction to the Receiver's first report to the Court dated January 22, 2020 (the "**First Report**").

BACKGROUND

1235962 Alberta Ltd.

4. 123 AB Ltd. operated as a 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.
5. 123 AB Ltd. previously operated as Har-De Agri Services Inc. and Performance Ag Group Evansburg Ltd.
6. 123 AB Ltd. was the registered owner of two parcels of land (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.
7. The sale of the Entwistle Lands to the Plaintiff, MLS Property Group Ltd. (“**MLS**”) by way of credit bid was approved by this Honorable Court on February 4, 2020.
8. The remaining assets of 123 AB Ltd. consist of accounts receivable, inventory and capital assets.

Performance Ag Group Calmar Ltd.

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

Har-De Agri Services Ltd.

12. Har-De Ag was a holding company for the shares of 123 AB Ltd., the shares of Performance Ag Calmar, and the Calmar Land. Mr. Harold Zibell is listed as its sole Director.
13. The assets of Har-De Ag consist of accounts receivable, inventory, and the Calmar Land.
14. A copy of the Certificate of Title to the Calmar Land is attached as **Appendix “A”**.

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 ceased operations prior to the date of bankruptcy.
17. On October 17, 2019 the Companies’ senior secured lender, 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

18. In 2016, the Bank of Montreal (“**BMO**”) provided financing to each of the Companies. As discussed in the First Report, the BMO loans were 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;
 - (ii) A Collateral Mortgage securing all indebtedness up to the principal amount of \$2,077,500 registered as against Title to the Calmar Land;

- (iii) General Security Agreements, the provisions of which include a floating charge on lands;
 - (iv) A Chattel Mortgage over certain fertilizer bins, equipment, motors, augers and control boxes, which are located at the Evansburg and Calmar locations;
 - (v) Each of the Companies provided cross Guarantees for the indebtedness of each of the others. Similar Guarantees were also provided by Mr. Zibell and a related company not subject to either the FCC petition or the Receivership Order; and,
 - (vi) Postponement and subordination agreements obtained from the guarantors.
19. A copy of a Personal Property Registry Search Results Report obtained in respect of 123 AB Ltd. is attached as **Appendix "C"**.
 20. A copy of a Personal Property Registry Search Results Report obtained in respect of Performance AG Calmar is attached as **Appendix "D"**.
 21. A copy of a Personal Property Registry Search Results Report obtained in respect of Har-De Ag is attached as **Appendix "E"**.
 22. As described in the First Report, the BMO Security was assigned to MLS pursuant to an Assignment Agreement dated June 14, 2019, a copy of which is attached as Exhibit "A" to the Affidavit of Derek Petrie, filed in support of the Plaintiff's application for the Receivership Order, and further attached hereto for ease of reference as **Appendix "F"**.
 23. As set out in the Assignment Agreement, a total of \$526,145.58 was at that time outstanding under the 123 AB Ltd. loan, \$8,107.25 under the Performance Ag Calmar loan and \$1,211,369.22 under the Har-De Ag loan.
 24. 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 Performance AG Group Guarantees and the Assignment Agreement. On

September 9, 2019, Parlee provided an opinion to the effect that the BMO 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

25. Since the First Report the Receiver continued to collect rent from tenants on the Entwistle Lands, ensured that the Companies' assets were sufficiently insured and secured, continued to engage various utility providers and contractors to ensure services were continued, and completed ordinary course of administrative requirements pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**").
26. 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.
27. As discussed in the First Report, 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.
28. The Receiver maintained ongoing discussions with JLL regarding the marketing efforts and the interest received on the Calmar Land.
29. 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 "G"**.
30. 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.
31. The Receiver further directly contacted 60 prospective purchasers made up of known industry competitors and auctioneers and sent them electronic copies of the ROP. A list of prospective purchasers contacted by the Receiver is attached as **Appendix "H"**.

32. The Receiver marketed the PAG Assets and the Calmar Land for a period of 12 weeks, commencing November 6, 2019. Of the 60 prospective purchasers contacted, 21 conducted in depth due diligence, toured the facilities and viewed the Companies' assets.
33. The Receiver thereafter held discussions with various prospective purchasers and assisted with various due diligence conducted by the prospective purchasers.
34. The ROP prepared by the Receiver provided details to prospective purchasers of concerning the following:
- i. The nature of Performance Ag Group's business;
 - ii. The nature and extent of the PAG 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 conditions for the Assets and the Lands proposed by the Receiver.
35. The ROP contemplated that offers be submitted to the Receiver for the purchase of the PAG Assets and Calmar Land by no later than 4:00pm MST on Friday, January 31, 2020 (the "**Bid Deadline**").
36. 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 provided prospective purchasers with a detailed description of the lands and improvements located thereon, their location and included pictures of the properties. Copies of the JLL Marketing Brochures are attached as **Appendix "I"**.
37. The JLL Marketing Brochures were reviewed and approved by the Receiver.
38. 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.

39. The Listing Agent also marketed the Lands on their website, their LinkedIn and installed physical signage on the Entwistle Lands and the Calmar Land on December 3, 2019.
40. Per Leduc County's 2019 property tax assessment the Calmar Land was assessed at \$950,010 for tax purposes. A copy of the 2019 tax certificate is attached as **Appendix "J"**.
41. The Listing Agent and the Receiver discussed and agreed that Calmar Land should be marketed without a list price due to the location, prior use of the property and potential unknown environmental liabilities that might be associated with the Calmar Land due to the nature of the Performance Ag Group's operations thereon.

RESULTS OF SALES PROCESS

42. As noted above, and as described in the First Report, the Entwistle Lands were marketed and ultimately sold separately from the PAG Assets and Calmar Land. As of the Bid Deadline, the Receiver had received 21 offers for the purchase of the PAG Assets and Calmar Land. We note that some of these offers include various options in respect of net minimum guarantees and commission structures. The offers consisted of 5 enbloc offers from auctioneers. The remaining offers were for select assets only and were from individuals or companies engaged in similar businesses. A summary of offers received is attached as **Confidential Appendix 1**.
43. The Ritchie Bros' Offer placed the highest value on the PAG Assets and the Calmar Land as compared to other offers. A copy of the Ritchie Bros' Offer is attached as **Confidential Appendix 2**.
44. The Ritchie Bros' Offer proposes that the Calmar Land and the PAG Assets (excluding the assets contemplated in the Tourneur Offer) be sold via a proposed onsite and simultaneous online auction of the assets on June 17, 2020. That date has now, due to the COVID-19 crisis, been pushed back to the week of July 6, 2020, as set out in the proposed Contract to Auction, a copy of which is attached as **Confidential Appendix 3**. Ritchie Bros. has advised the Receiver in that regard that, in its view, postponing the auction that date will offer the best hope of maximizing recovery.
45. The Ritchie Bros' Offer includes different options in respect of net minimum guarantees, commission structures and auction locations. The Receiver requests Court approval of the first option provided for under the Ritchie Bros' Offer. Pursuant to that option, a recovery

beyond the net minimum guarantee is possible should the sale of the PAG Assets and Calmar Land produce sufficient net proceeds.

46. The Listing Agent confirmed that they received expressions of interest for the possible purchase of the Calmar Land from 7 additional parties. Those expressions for the most part were preliminary expressions of interest, with the exception of that which was expressed by one party, which included multiple contingencies based on the condition of the buildings and potential environmental liability.
47. As of the date of this Second Report no party has submitted a formal offer for the purchase of the Calmar Land only. A summary of interest received to date in the Calmar Land (the **"Summary of Interest"**) is attached as **Confidential Appendix 4**.
48. It was expressed to the Receiver that there was a lack of interest in the Calmar Land due to prospective purchasers being intolerant to potential environmental liability associated with the prior use of the Calmar Land for the supply and storage of crop input products such as herbicides, feed, seed and other related products.
49. Although the Calmar Land had not been appraised and the tax value exceeds the proposed offer, given the unknown condition of the Calmar Land the Receiver is of the opinion that lands have been sufficiently exposed through the marketing efforts of the Receiver and the Listing Agent.
50. Mr. Wayne Tourneur was in possession of a Performance Ag Group auger and spreader prior to the Receivership. Wayne Tourneur provided an offer to purchase the auger and spreader. Upon review of the liquidation value of these assets and an assessment of the costs that would be involved in recovering them from Mr. Tourneur for the benefit of another purchaser, the Receiver is of the opinion that the acceptance of the Tourneur offer would result in the highest and best recovery to the Companies' creditors and stakeholders. A copy of Tourneur Offer is attached as **Confidential Appendix 5**.
51. The Ritchie Bros' Offer and the Tourneur Offer were determined by the Receiver to be the highest and best prices that resulted from the sales process and will provide the greatest recovery to Performance Ag Group's creditors and stakeholders.

52. The Receiver respectfully requests that the Court approve the Ritchie Bros' Offer and Contract to Auction, as well as the Tourneur Offer.

53. The sale of PAG Assets and Calmar Land is supported by Performance Ag Group's senior secured creditor, MLS.

CONCLUSION

54. The Receiver respectfully requests that this Honorable Court grant an Order:

- i. Approving of the Receiver's activities and the sales process as outlined in this Second Report;
- ii. Approving the sale of two specific PAG Assets to Wayne Tourneur;
- iii. Approving the auction of the remaining PAG Assets and Calmar Land by Ritchie Bros' pursuant to the Ritchie Bros' Offer and the Contract to Auction;
- iv. Temporarily sealing the Confidential Appendices hereto; and,
- v. Any further direction that the Court wishes to provide to the Receiver.

All of which is respectfully submitted this 24th day of April 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:



Kristin Gray, CPA, CA, CIRP, LIT

APPENDIX A

Copy of the Certificate of Title to the Calmar Land



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0010 095 546 8822207;;1 982 073 850

LEGAL DESCRIPTION
PLAN 8822207
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.48 HECTARES (3.66 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;49;32;SE

MUNICIPALITY: LEDUC COUNTY

REFERENCE NUMBER: 882 306 045

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

982 073 850 17/03/1998 TRANSFER OF LAND \$73,000 \$73,000

OWNERS

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)

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)

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

982 073 850

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

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
(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

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

982 073 850

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

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
CAVEATOR - MLS PROPERTY GROUP LTD.
302,1524 91 STREET SW
EDMONTON
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

192 289 768 29/11/2019 ORDER
IN FAVOUR OF - THE BOWRA GROUP INC.
AGAINST - 1235962 ALBERTA LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

982 073 850

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

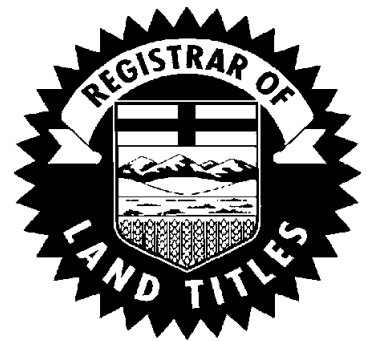
AGAINST - PERFORMANCE AG GROUP EVANSBURG LTD.
AGAINST - HAR-DE AGRI SERVICES INC.
AGAINST - PERFORMANCE AG GROUP CALMAR LTD.
AGAINST - HAR-DE AGRI SERVICES CALMAR LTD.
AGAINST - HAR-DE AGRI SERVICES LTD.
RECEIVERSHIP ORDER

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 20 DAY OF MARCH,
2020 AT 01:39 P.M.

ORDER NUMBER: 39052405

CUSTOMER FILE NUMBER: 75782-7



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) .

APPENDIX B

Copy of the Receivership Order – October 17, 2019

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

for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER

1903 20042

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~~ **\$600,000** 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;¹
- (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;

¹ 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,² 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

² 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

Copy of the Personal Property Registry Search

1235962 Alberta Ltd.

Search ID #: Z12526606

Transmitting Party

PARLEE MCLAWS LLP (EDMONTON)

1700 Enbridge Centre, 10175 101 Street NW
EDMONTON, AB T5J 0H3

Party Code: 50005982

Phone #: 780 423 8639

Reference #: 75782-7

Search ID #: Z12526606

Date of Search: 2020-Mar-20

Time of Search: 13:42:41

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 #: Z12526606

Business Debtor Search For:

1235962 ALBERTA LTD

Search ID #: Z12526606

Date of Search: 2020-Mar-20

Time of Search: 13:42:41

Registration Number: 16032417976

Registration Date: 2016-Mar-24

Registration Type: SECURITY AGREEMENT

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

Status

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

Current

Block

Status

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

Current by
19050335379

Secured Party / Parties

Block

Status

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

Deleted by
19061713290

Phone #: 780 608 4185

Fax #: 780 672 2451

Search ID #: Z12526606

Block

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

Status

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 #: Z12526606

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 #: Z12526606

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 #: Z12526606

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 #: Z12526606

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

Search ID #: Z12526606

Business Debtor Search For:

1235962 ALBERTA LTD

Search ID #: Z12526606

Date of Search: 2020-Mar-20

Time of Search: 13:42:41

Registration Number: 19032813093

Registration Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

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****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 #: Z12526606

Business Debtor Search For:

1235962 ALBERTA LTD

Search ID #: Z12526606

Date of Search: 2020-Mar-20

Time of Search: 13:42:41

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

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 #: Z12526606

Business Debtor Search For:

1235962 ALBERTA LTD

Search ID #: Z12526606

Date of Search: 2020-Mar-20

Time of Search: 13:42:41

Registration Number: 19051013799

Registration Date: 2019-May-10

Registration Type: SECURITY AGREEMENT

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

Search ID #: Z12526606

Business Debtor Search For:

1235962 ALBERTA LTD

Search ID #: Z12526606

Date of Search: 2020-Mar-20

Time of Search: 13:42:41

Registration Number: 19081440385

Registration Date: 2019-Aug-14

Registration Type: BANKRUPTCY / PROPOSAL

Registration Status: Current

Registration Term: Infinity

Court Location: Edmonton Judicial Centre Court File Number: BB203 543265

Date Filed: 2019-Aug-01

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 1235962 ALBERTA LTD.
LEDUC, AB

Current

Trustee

Block

Status

1 BOWRA GROUP INC
519,10235-101 STREET
EDMONTON, AB T5J3G1

Current

Result Complete

APPENDIX D

Copy of the Personal Property Registry Search

Performance AG Group Calmar Ltd.

Search ID #: Z12526611

Transmitting Party

PARLEE MCLAWS LLP (EDMONTON)

1700 Enbridge Centre, 10175 101 Street NW
EDMONTON, AB T5J 0H3

Party Code: 50005982

Phone #: 780 423 8639

Reference #: 75782-7

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR 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 #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 16032320018

Registration Date: 2016-Mar-23

Registration Type: SECURITY AGREEMENT

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**

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

Current

Block**Status**

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

Current by
19050335315**Secured Party / Parties****Block****Status**

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

Deleted by
19061713628

Phone #: 780 608 4194

Fax #: 780 672 4182

Search ID #: Z12526611

Block

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

Status

Current by
19061713628

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	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

<u>Block</u>	<u>Description</u>	<u>Status</u>
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

Search ID #: Z12526611

11	ONE (1) CLARK CGP25 FORKLIFT, S/N 2BVEKCF167V000957	Current By 19070425736
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

Search ID #: Z12526611

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
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

Search ID #: Z12526611

50	ONE (1) PATTISON 15 MT LIQUID BLEND TANK ON SCALES, S/N SC11258001	Current By 19070425736
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

Search ID #: Z12526611

69	PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES.	Current By 19070425736
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Search ID #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 16032338787

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-23

Registration Status: Current

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

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
Phone #: 780 608 4194 Fax #: 780 608 4192

Status

Deleted by
19061714093

Block

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

Status

Current by
19061714093

Search ID #: Z12526611

Collateral: General

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

Search ID #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 17040322898

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-03

Registration Status: Current

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

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

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

Current

Block

Status

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

Current

Block

Status

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

Current by
19050331869

Block

Status

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

Current by
19050331869

Search ID #: Z12526611

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 #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

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

Status

Current

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

Secured Party / Parties

Block

Status

Deleted by
19061713714

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

Block

Status

Current by
19061713714

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 #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

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 #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 19032813712

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

19061714268

Amendment

2019-Jun-17

Debtor(s)

Block

Status

Current

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

Secured Party / Parties

Block

Status

Deleted by
19061714268

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

Block

Status

Current by
19061714268

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 #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 19050335239

Registration Type: LAND CHARGE

Registration Date: 2019-May-03

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Amendments to Registration

19061713756

Amendment

2019-Jun-17

Debtor(s)

Block

Status

Current

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

Secured Party / Parties

Block

Status

Deleted by
19061713756

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

Block

Status

Current by
19061713756

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

Search ID #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 19060538309

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-05

Registration Status: Current

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

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

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

Current

Creditor(s)

Block

Status

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

Current

Search ID #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

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

Status

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

Current

Creditor(s)

Block

Status

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

Current

Search ID #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 19062414657

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-24

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

Costs Are: \$1,051.68

Post Judgment Interest: \$0.00

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

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

Current

Creditor(s)

Block

Status

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

Current

Search ID #: Z12526611

Email: CKSIPPOLA@GMAIL.COM

Search ID #: Z12526611

Business Debtor Search For:

PERFORMANCE AG GROUP CALMAR LTD.

Search ID #: Z12526611

Date of Search: 2020-Mar-20

Time of Search: 13:43:23

Registration Number: 19081440364

Registration Type: BANKRUPTCY / PROPOSAL

Registration Date: 2019-Aug-14

Registration Status: Current

Registration Term: Infinity

Court Location: Edmonton Judicial Centre Court File Number: BB203 543271

Date Filed: 2019-Aug-01

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 PERFORMANCE AG GROUP CALMAR LTD.
LEDUC, AB

Current

Trustee

Block

Status

1 BOWRA GROUP INC
519,10235-101 STREET
EDMONTON, AB T5J3G1

Current

Search ID #: Z12526611

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

PERFORMANCE EXCELLENCE INSTITUTE
INTERNATIONAL LTD.
3610 MCLAY CRT. NW
EDMONTON, AB T6R3V2

Reg.#

18022711464

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE 104 LTD.
1726 TOMLINSON COMMON NW
EDMONTON, AB T6R 2W8

Reg.#

14081938755

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ASSIST ACCESSORIES LTD.
8223 - 31 STREET, S.E.
CALGARY, AB T2C 1H9

Reg.#

02071225508

LAND CHARGE

Debtor Name / Address

PERFORMANCE ASSIST ACCESSORIES LTD.
8223 31ST STREET SE
CALGARY, AB T2C 1H9

Reg.#

03121707156

LAND CHARGE

Debtor Name / Address

PERFORMANCE AUTO & ACCESSORIES
RR 1 SITE 7 BOX 14
SEXSMITH, AB T0H 3C0

Reg.#

12082420696

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO CALGARY INC.
BAY H, 3514 - 73RD AVENUE SE
CALGARY, AB T2C 2N5

Reg.#

19082321683

WRIT OF ENFORCEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE AUTO TRANSPORT INC.
SUITE 230 3015-12 ST NE
CALGARY, AB T2E 7J2

17112820785

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO TRANSPORT INC.
SUITE 230 3015-12 ST NE
CALGARY, AB T2E 7J2

Reg.#

17112820785

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO TRANSPORT INC.
3015-12 STREET NE, SUITE 230
CALGARY, AB T2E 7J2

Reg.#

18072029210

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO TRANSPORT INC.
3015 12 STREET NE SUITE 230
CALGARY, AB T2E7J2

Reg.#

19061209496

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO TRANSPORT INC.
3015- 12 STREET NORTHEAST
CALGARY, AB T2E7J2

Reg.#

20012709012

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO TRANSPORT INC.
3015 12 STREET NORTHEAST
CALGARY, AB T2E7J2

Reg.#

20022809496

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE AUTO TRANSPORT INC.
3015 12 STREET NORTHEAST
CALGARY, AB T2E7J2

Reg.#

20022809496

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE AUTO TRANSPORT INC.
3015 12 STREET NORTHEAST
CALGARY, AB T2E7J2

20022809496

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE BUSINESS CONSULTING INC
4702 62 AVE
LLOYDMINSTER, AB T9V2G2

Reg.#

15071334282

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE BUSINESS CONSULTING INC.
4702-62 STREET,
LLOYDMINSTER, AB T9V2G2

Reg.#

16051625075

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE COMPRESSION & SEALING INC
3108 121 AV NE
EDMONTON, AB T6S1G7

Reg.#

19052510815

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE COMPRESSION & SEALING INC.
3108 121 AVE NE
EDMONTON, AB T6S 1G7

Reg.#

12112131245

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE COMPRESSION & SEALING INC.
3108-121 AVENUE NE
EDMONTON, AB T6S 1G7

Reg.#

14021299542

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE COMPRESSION & SEALING INC.
3108 121 AV NE
EDMONTON, AB T6S1G7

Reg.#

17031612703

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE COMPRESSION & SEALING INC.
3108 121 AVENUE NE
EDMONTON, AB T6S 1G7

18010916627

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE COMPRESSION & SEALING INC.
3108 121 AVE NE
EDMONTON, AB T6S 1G7

Reg.#

19042516820

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE CYCLE & AUTO LTD.
114 FORGE RD SE
CALGARY, AB T2H 0S8

Reg.#

09122932428

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE DIRTWORKS LTD
23 53212 RR15
PARKLAND COUNTY, AB T7Y0C3

Reg.#

18062916924

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE DIRTWORKS LTD
23 53212 RR 15
PARKLAND COUNTY, AB T7Y0C3

Reg.#

19092337189

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE DIRTWORKS LTD.
53212 RANGE ROAD 15 SUITE 23
PARKLAND COUNTY, AB T7Y 0C3

Reg.#

17100230672

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE DIRTWORKS LTD.
23, 53212, RR 15
PARKLAND COUNTY, AB T7Y 0C3

Reg.#

19050804834

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE DIRTWORKS LTD.
23 - 53212 RR 15
PARKLAND COUNTY, AB T7Y 0C3

19053039808

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE DIRTWORKS LTD.
23 53212 RANGE ROAD 15
PARKLAND COUNTY, AB T7Y0C3

Reg.#

19061026879

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE DRYWALL COMPANY LTD
#2, 13314 - 126 AVENUE N.W.
EDMONTON, AB T5L 3E1

Reg.#

05101123973

LAND CHARGE

Debtor Name / Address

PERFORMANCE EDGE CONSULTING
SUITE 3-704 4 AVE N
LETHBRIDGE, AB T1H 6X4

Reg.#

14060932093

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE EDGE LTD
SITE 445 BOX 3 COMP 14 RR 2
DRAYTON VALLEY, AB T7A 2A2

Reg.#

15081034889

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE EDGE LTD.
4818 MACKENZIE AVENUE
DRAYTON VALLEY, AB T7A 1A5

Reg.#

07102611790

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ELECTRICAL CONTRACTING LTD
44 CAMBRILLE CRES
STRATHMORE, AB T1P 1M1

Reg.#

00062825625

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE ENERGY SERVICES INC
PO BOX 20 STN M
CALGARY, AB T2P 2G9

17112210596

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
PO BOX 20 STN M
CALGARY, AB T2P 2G9

Reg.#

17112210596

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17112211272

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18011519537

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18011519537

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18011520091

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18011520091

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

19112635498

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19112637460

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19112638702

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
630 8TH AVENUE SWSUITE 500
CALGARY, AB T2P 1G6

Reg.#

14121519581

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
500 630 8TH AVE SW
CALGARY, AB T2P 1G6

Reg.#

15011928896

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
630 8 AVENUE SW SUITE 500
CALGARY, AB T2P 1G6

Reg.#

15060241634

SALE OF GOODS OR FACTORS ACT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
630 8 AVENUE SW SUITE 500
CALGARY, AB T2P 1G6

Reg.#

15060241957

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

17071921212

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17071921979

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

17071922132

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

17110132378

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17112911057

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17112911057

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17122908104

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

17122908104

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18031506428

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
707 7 AVENUE SW, SUITE 1000
CALGARY, AB T2P 2H6

Reg.#

18121932907

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18122709508

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19040325024

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

19041514234

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

19043010916

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

19050724186

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

19053012296

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
707 7 AVENUE SW.SUITE 1000
CALGARY, AB T2P 3H6

Reg.#

19060458883

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19091213768

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
SUITE 1000, 707 - 7TH AVE SW
CALGARY, AB T2P 3H6

Reg.#

20020308252

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE ENERGY SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17112210788

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE EQUINE INC.
34459 RANGE RD. 282
RED DEER COUNTY, AB T4G 0G3

Reg.#

15122412572

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE EQUINE VETERINARY SERVICES
LTD.
PO BOX 1548
CROSSFIELD, AB T0M 0S0

17011106794

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE EQUITIES INC.
11205 - 107 AVENUE
EDMONTON, AB T5H 0Y2

Reg.#

95112811922

LAND CHARGE

Debtor Name / Address

PERFORMANCE FLUID MANAGEMENT (USA) CORP.
770, 2710 - 17 AVENUE SE
CALGARY, AB T2A 0P6

Reg.#

07110632721

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE FLUID MANAGEMENT COLOMBIA
970, 10655 SOUTHPORT ROAD SW
CALGARY, AB T2W 4Y1

Reg.#

15110609641

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE FLUID MANAGEMENT INC.
SUITE 1800, 250 - 6TH AVENUE SW
CALGARY, AB T2P3H7

Reg.#

05112509319

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE FLUID MANAGEMENT INC.
1800, 250 - 6 AVENUE SW
CALGARY, AB T2P 3H7

Reg.#

06012722804

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE FLUID MANAGEMENT
INTERNATIONAL INC.
770, 2710 - 17 AVENUE SE
CALGARY, AB T2A 0P6

Reg.#

08101732762

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE FREIGHT MANAGEMENT LTD.
218 SAGEWOOD GROVE SW
AIRDRIE, AB T4B 3B1

Reg.#

13112022970

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE FREIGHT MANAGEMENT LTD.
218 SAGEWOOD GROVE SW
AIRDRIE, AB T4B 3B1

Reg.#

14120331638

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE HAUS INC.
#108,125 SOUTH AVE
SPRUCE GROVE, AB T7X 3A9

Reg.#

19093037812

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE HAUS INC.
#108,125 SOUTH AVE
SPRUCE GROVE, AB T7X 3A9

Reg.#

19093037812

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE HAUS INC.
108, 125 SOUTH AVENUE
SPRUCE GROVE, AB T7X 3A4

Reg.#

20022432890

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE HOT OIL SERVICES LTD
#9 26503 TWP RD 511
SPRUCE GROVE, AB T7Y 1G4

Reg.#

10061809894

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE HOT OIL SERVICES LTD
9 26503 TWP ROAD 511
SPRUCE GROVE, AB T7Y 1G4

Reg.#

13060411690

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE HOT OIL SERVICES LTD.
#9 26503 TOWNSHIP ROAD 511
SPRUCE GROVE, AB T7Y 1G4

Reg.#

10062308487

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE HOT OIL SERVICES LTD.
#9 26503 TOWNSHIP ROAD 511
SPRUCE GROVE, AB T7Y 1G4

Reg.#

10062308656

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE INDUSTRIAL SOLUTIONS LTD.
8010 CORONET RD NW
EDMONTON, AB T6E 4N9

Reg.#

14111723024

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE INDUSTRIAL SOLUTIONS LTD.
8010 CORONET RD NW
EDMONTON, AB T6E 4N9

Reg.#

15011521171

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE INDUSTRIAL SOLUTIONS LTD.
8010 CORONET RD NW
EDMONTON, AB T6E 4N9

Reg.#

19011601485

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE INTEX CONSTRUCTION LTD.
5039 154 ST NW
EDMONTON, AB T6H5P1

Reg.#

12062931408

WORKERS' COMPENSATION BOARD CHARGE

Debtor Name / Address

PERFORMANCE JOINT
70082 HWY 5
WELLING, AB T0K 2N0

Reg.#

19100732249

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE JOINT
70082 HWY 5
WELLING, AB T0K 2N0

Reg.#

19100815867

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE LED LIGHTING LTD.
10812-99 ST
CLAIRMONT, AB T0H 0W2

Reg.#

16012032206

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MECHANICAL CONTRACTING LTD.
4520 - 3A ST. S.E.,
CALGARY, AB T2B3L7

Reg.#

10051138168

BANKRUPTCY / PROPOSAL

Debtor Name / Address

PERFORMANCE MOBILE POWERWASH INC.
420 ABALONE PLACE NE
CALGARY, AB T2A6Y6

Reg.#

19103107388

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
48 PARKVALLEY PLACE SE
CALGARY, AB T2J 4W3

Reg.#

09011909815

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
48 PARKVALLEY PLACE SOUTH EAST
CALGARY, AB T2J 4W3

Reg.#

09012601263

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
BAY 6, 4451 64 AVE SE
CALGARY, AB T2C 2C8

Reg.#

14060228977

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
BAY #6 - 4451 64TH AVENUE SE
CALGARY, AB T2C2C8

Reg.#

17020112731

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
BAY #6 - 4451 64TH AVENUE SE
CALGARY, AB T2C2C8

Reg.#

17020112731

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
BAY #6 - 4451 64TH AVENUE SE
CALGARY, AB T2C2C8

Reg.#

17020112731

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40 ST SE
CALGARY, AB T2C2P3

Reg.#

17071921277

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40ST SE
CALGARY, AB T2C2P3

Reg.#

17112910512

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40ST SE
CALGARY, AB T2C2P3

Reg.#

17112910512

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40TH ST SE
CALGARY, AB T2C2P3

Reg.#

18082916426

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40TH ST SE
CALGARY, AB T2C2P3

Reg.#

18082916426

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40TH ST SE
CALGARY, AB T2C2P3

Reg.#

18102515748

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40TH ST SE
CALGARY, AB T2C2P3

Reg.#

19080924188

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOBILE SERVICES INC.
9808 40TH ST SE
CALGARY, AB T2C2P3

Reg.#

20010308443

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOTOR SPORTS
BOX 1268
ST. PAUL, AB T0A3A0

Reg.#

12053033551

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOTORSPORTS
BOX 1268
ST. PAUL, AB T0A 3A0

Reg.#

04082200207

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE MOTORSPORTS
3702 50TH AVE PO BOX 1268
ST-PAUL, AB T0A3A0

Reg.#

11090116159

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE PAINT & AUTOBODY
PO BOX 910
CASTOR, AB T0C 0X0

Reg.#

10051908689

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PAVING SERVICES INC.
C/O 11941 - 28TH STREET
EDMONTON, AB T6S 1B6

Reg.#

10062928849

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PAVING SERVICES INC.
11941 - 28TH STREET NE
EDMONTON, AB T6S1B6

Reg.#

19041813993

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PAVING SERVICES INC.
11941 28TH STREET
EDMONTON, AB T6S 1B6

Reg.#

19091914309

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PICKER CONSTRUCTION LTD.
9576 OAKLAND ROAD SW
CALGARY, AB T2V 4C1

Reg.#

17121429899

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PICKER INC
BOX 9 SITE 12 RR 1
BOWDEN, AB T0M 0K0

Reg.#

15063025112

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PIPEFITTING SYSTEMS LTD.
3 - 1206 5 ST
NISKU, AB T9E 8B6

Reg.#

13102822333

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE PLUS SERVICES

Reg.#

98041733332

AUTOMATIC STAY

Debtor Name / Address

PERFORMANCE PONTIAC BUICK GMC.
6503 46A STREET
LEDUC, AB T9E6M3

Reg.#

91102915427

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE POWERTRAIN PRODUCTS LTD.
1717A 2 AVE SOUTH
LETHBRIDGE, AB T1J 0E8

Reg.#

11082327713

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICE INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17071922132

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
500-630 8TH AVENUE SWSUITE 500
CALGARY, AB T2P 1G6

Reg.#

14121519632

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
500 630 8TH AVE SW
CALGARY, AB T2P 1G6

Reg.#

15011928860

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
500 630 8TH AVE SW
CALGARY, AB T2P 1G6

Reg.#

15031932671

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

17071921212

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17071921212

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
PO BOX 1333 STN MAIN
WEYBURN, SK S4H3J9

Reg.#

17071922132

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17110132378

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17110132378

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

17110132378

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18031506428

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

18031506428

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

18031506428

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19011615492

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE
CALGARY, AB

Reg.#

19030815006

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE
CALGARY, AB

Reg.#

19030815006

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

19050724186

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

Reg.#

19050724186

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P3H6

19050724186

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19053012296

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
707 7 AVENUE SW.SUITE 1000
CALGARY, AB T2P 3H6

Reg.#

19060458874

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19091213768

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19112635498

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19112637460

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE PRODUCTION SERVICES INC.
1000-707 7 AVE SW
CALGARY, AB T2P 3H6

Reg.#

19112638702

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z12526611

PERFORMANCE RADIATOR OF BRITISH COLUMBIA,
L.P.
2667 S. TACOMA WAY
TACOMA, WA 98409

16083035443

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE RADIATOR PACIFIC, L.L.C.
2667 S. TACOMA WAY
TACOMA, WA 98409

Reg.#

16083035443

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE SERVICES INC
PO BOX 20 STN M
CALGARY, AB T2P 2G9

Reg.#

17112210788

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD
62 HUNTS CRES
DRUMHELLER, AB T0J 0Y6

Reg.#

14111708369

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD
61 HUNTS CRESCENT
DRUMHELLER, AB T0J0Y6

Reg.#

16062922126

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD.
61 HUNTS CRES
DRUMHELLER, AB T0J0Y6

Reg.#

14091124027

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD.
61 HUNTS CRES
DRUMHELLER, AB T0J0Y6

Reg.#

14102959222

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE STEAM LTD.
61 HUNTS CRES SS 6
DRUMHELLER, AB T0J 0Y6

Reg.#

14122203033

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD.
PO BOX 1018
DRUMHELLER, AB T0J 0Y0

Reg.#

18010908222

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD.
240 GROVE PLACE
DRUMHELLER, AB T0J 0Y1

Reg.#

19022132778

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE STEAM LTD.
PO BOX 1018
DRUMHELLER, AB T0J0Y0

Reg.#

19060717695

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE TRUCKLINES LTD.
686 TWINRIVER CRESCENT W
LETHBRIDGE, AB T1J 5G1

Reg.#

15042205972

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE TRUCKLINES LTD.
686 TWINRIVER CRES W
LETHBRIDGE, AB T1J 5G1

Reg.#

16040621838

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE TRUST
C/O MONTREAL TRUST COMPANY
TORONTO, ON M5J 2Y1

Reg.#

00111424727

LAND CHARGE

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE TRUST
C/O MONTREAL TRUST COMPANY OF CANADA
TORONTO, ON M5J 2Y1

Reg.#

03071814614

LAND CHARGE

Debtor Name / Address

PERFORMANCE TRUST TRUST
C/O MONTREAL TRUST COMPANY
TORONTO, ON M5J 2Y1

Reg.#

00111424727

LAND CHARGE

Debtor Name / Address

PERFORMANCE TRUST TRUST
C/O MONTREAL TRUST COMPANY OF CANADA
TORONTO, ON M5J 2Y1

Reg.#

03071814614

LAND CHARGE

Debtor Name / Address

PERFORMANCE TRUST TRUST PERFORMANCE
C/O MONTREAL TRUST COMPANY OF CANADA
TORONTO, ON M5J 2Y1

Reg.#

03071814614

LAND CHARGE

Debtor Name / Address

PERFORMANCE TRUST TRUST PERFORMANCE
TRUST
C/O MONTREAL TRUST COMPANY OF CANADA
TORONTO, ON M5J 2Y1

Reg.#

03071814614

LAND CHARGE

Debtor Name / Address

PERFORMANCE TRUST/TRUST PERFORMANCE
C/O MONTREAL TRUST COMPANY
TORONTO, ON M5J 2Y1

Reg.#

00111424727

LAND CHARGE

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES
BOX 783 SYN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19112015672

REPORT OF SEIZURE

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES
BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19112016211

REPORT OF SEIZURE

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES
BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19112016578

REPORT OF SEIZURE

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES
BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19121129958

REPORT OF SEIZURE

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES
BOX 738
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012932728

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783
GRAND PRAIRIE, AB T8V3R5

Reg.#

17030627036

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD
LOT 2 BLOCK 1 MOUNTIAN ROAD 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

17020209547

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD
LOT 2 BLOCK 1 MOUNTIAN ROAD 78
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

17050114521

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

17092003837

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD
BLOCK 1 MOUNTIAN ROAD 783 LOT 2
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

18042714473

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
#600, 9835-101 AVENUE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

16012831103

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V3R5

Reg.#

16102715183

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V3R5

Reg.#

16112425251

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
10302 - 121 STREET
GRANDE PRAIRIE, AB T8V 8B6

Reg.#

17042711298

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
10302 - 121 STREET
GRANDE PRAIRIE, AB T8V 8B6

Reg.#

17042711298

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
10302 - 121 STREET
GRANDE PRAIRIE, AB T8V 8B6

Reg.#

17042711298

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
#600, 9835-101 AVENUE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

17070643498

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
#600, 9835-101 AVENUE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

17070643635

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
#600, 9835-101 AVENUE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

17070643649

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

17071825846

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
10302 - 121 STREET
GRANDE PRAIRIE, AB T8V 8B6

Reg.#

17092112100

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
10302 - 121 STREET
GRANDE PRAIRIE, AB T8V 8B6

Reg.#

17092112100

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
10302 - 121 STREET
GRANDE PRAIRIE, AB T8V 8B6

Reg.#

17092112100

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
600, 9835-101 AVENUE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

17092815335

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
600, 9835-101 AVENUE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

17092816027

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
65021 43 HIGHWAY 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

18022206658

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN ROAD 783 LOT 2
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

18022711134

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
600, 9835-101 AVE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

18041128563

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
65021 HWY 43
GRAND PRAIRIE, AB T8W 5E7

Reg.#

18102632480

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
65021 HWY 43
GRAND PRAIRIE, AB T8W5E7

Reg.#

18102919532

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
65021 HWY 43
GRAND PRAIRIE, AB T8W5E7

Reg.#

18102939582

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
LOT 2 BLOCK 1 MOUNTIAN ROAD
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

18112107434

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
2900-10180 101 ST
EDMONTON, AB T5J 3V5

Reg.#

19030814304

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
2900-10180 101 ST
EDMONTON, AB T5J 3V5

Reg.#

19030820195

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19101007229

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19101007478

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19121130234

REPORT OF SEIZURE

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19101010404

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19102108805

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19112015776

REPORT OF SEIZURE

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
2500-10220 103 AVENUE NW
EDMONTON, AB T5J 0K4

Reg.#

19120927942

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19122332802

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012310976

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012310985

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012312685

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012314569

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012314579

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012315484

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012316251

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012316997

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20012317004

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BLOCK 1 MOUNTIAN RD SUITE LOT 2SUITE LO
GRANDE PRAIRIE, AB T8V3R5

Reg.#

20021818212

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20021929056

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20030314074

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
600 9835 101 AVE
GRANDE PRAIRIE, AB T8V 5V4

Reg.#

20031716481

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC & TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20031908380

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100131006

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100131159

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100131183

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100131207

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100131364

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100143083

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100219621

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100430770

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100430848

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100430888

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100430918

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100430966

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100431028

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100431063

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19100431139

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19100734482

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19103042034

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19103042047

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19103042094

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19103042103

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19103114696

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19103114888

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19103115009

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19103115307

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19103115807

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19103116226

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19110409102

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19110410502

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120233956

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120234009

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120234074

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120234125

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120234219

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120406001

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120406049

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

19120406101

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120406803

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120406953

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120406995

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120427137

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120427207

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120427247

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120431875

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120431931

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120432013

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	19120432066

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011420584

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011420590

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011420707

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011522003

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011522065

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011522191

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011715434

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011715455

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011715494

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011715522

GARAGE KEEPERS' LIEN

Debtor Name / Address	Reg.#
PERFORMANCE VAC & TRUCK SERVICES LTD PO BOX 783 GRANDE PRAIRIE, AB T8W5E7	20011715556

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20011715561

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20011715603

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20011715658

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20011715681

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012122874

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012122888

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012122902

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012122963

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012123011

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012123058

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012123071

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20012123092

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20013135056

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20013135116

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20020325722

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20020325826

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20020325931

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20020332088

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20022118224

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20022118326

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20030233479

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20030528916

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC & TRUCK SERVICES LTD
PO BOX 783
GRANDE PRAIRIE, AB T8W5E7

Reg.#

20031727543

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19100818995

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19100821166

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK
BOX 783
GRANDE PRAIRIE, AB T8V 3K5

Reg.#

19121912735

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICE
P O BOX 6
FOX CREEK, AB T0H 1P0

Reg.#

20031026440

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19100432838

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20022724264

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
LOT 2 BLOCK 1 MOUNTAINVIEW BUSINESS PARK
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

08102711823

LAND CHARGE

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
LOT 2 BLOCK 1 MOUNTAINVIEW BUSINESS PARK
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

08102711823

LAND CHARGE

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
9221 46A AVENUE
GRANDE PRAIRIE, AB T8W 2G7

Reg.#

11102810265

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
9221 46A AVENUE
GRANDE PRAIRIE, AB T8W 2G7

Reg.#

11102833445

LAND CHARGE

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
2 LOT BLOCK 1 MOUNTVIEW INDUSTRIAL PARK
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

14070924417

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19092614100

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
PO BOX 783 STN MAIN
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19092803120

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
SUITE 1920, 715, 15TH AVENUE SW
CALGARY, AB T2P2X6

Reg.#

19102908332

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

19121624203

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
SUITE 1920, 715, 15TH AVE SW
CALGARY, AB T2P2X6

Reg.#

19122421495

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
SUITE 1920, 715, 15TH AVE SW
CALGARY, AB T2P2X6

Reg.#

19122421608

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20010332827

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
BOX 420
GRANDE CACHE, AB T0E 0Y0

Reg.#

20013127161

GARAGE KEEPERS' LIEN

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
PO BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20022819766

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
BOX 420
GRANDE CACHE, AB T0E 0Y0

Reg.#

20022819866

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
PO BOX 783
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

20030630570

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC AND TANK SERVICES LTD.
BOX 738
GRANDE PRARIE, AB T8W5E7

Reg.#

20031614356

GARAGE KEEPERS' LIEN

Debtor Name / Address

PERFORMANCE VAC TANK SERVICES LTD
BLOCK 1 MOUNTIAN ROAD #SUITE LOT 2
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

18102415364

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAN & TANK SERVICES LTD.
LOT 2, BLOCK 1 MOUNTAINVIEW IND. PARK
GRANDE PRAIRIE, AB T8V 3R5

Reg.#

14092636205

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE VAN & TANK SERVICES LTD.
PO BOX 783
GRAND PRAIRIE, AB T8V 3R5

Reg.#

14123003912

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE WATERPROOFING INC.
5627 206 STREET NW
EDMONTON, AB T6M 0B6

Reg.#

15022621661

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WATERPROOFING INC.
5627 206 STREET NW
EDMONTON, AB T6M 0B6

Reg.#

15070918012

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WELL SERVICING INC.
311 6 AVE SW SUITE 800
CALGARY, AB T2P 3H2

Reg.#

19060458794

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WELL SERVICING INC.
707 7 AVENUE SW, SUITE 1000
CALGARY, AB T2P 3H6

Reg.#

19122309172

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WELL SERVICING INC.
707 - 7TH AVENUE SW ST. , UNIT1000
CALGARY, AB T2P 3H6

Reg.#

19122322145

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WIRELINE LTD.
84 GLENEAGLES VIEW
COCHRANE, AB T4C 1P2

Reg.#

10030407859

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WIRELINE LTD.
2203 120 - 5TH AVENUE W, BOX2094
COCRANE, AB T4C 1B8

Reg.#

18012316688

SECURITY AGREEMENT

Search ID #: Z12526611

Debtor Name / Address

PERFORMANCE WIRELINE LTD.
2203 120 - 5TH AVENUE W, BOX2094
COCRANE, AB T4C 1B8

Reg.#

18012316688

SECURITY AGREEMENT

Debtor Name / Address

PERFORMANCE WIRELINE LTD.
BOX 2094
COCHRANE, AB T4C1B8

Reg.#

18112607881

SECURITY AGREEMENT

Debtor Name / Address

THE PERFORMANCE GROUP OE INC
10627 127 STREET N.W.
EDMONTON, AB T5N 1S5

Reg.#

09103006816

SECURITY AGREEMENT

Debtor Name / Address

THE PERFORMANCE GROUP OE INC.
10517-124 STREET NW
EDMONTON, AB T5N 7R8

Reg.#

14090535422

SECURITY AGREEMENT

Result Complete

APPENDIX E

Copy of the Personal Property Registry Search

Har-De Agri Services Ltd.

Search ID #: Z12526636

Transmitting Party

PARLEE MCLAWS LLP (EDMONTON)

1700 Enbridge Centre, 10175 101 Street NW
EDMONTON, AB T5J 0H3

Party Code: 50005982

Phone #: 780 423 8639

Reference #: 75782-7

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

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 #: Z12526636

Block

2 UNIVAR CANADA LTD.
99 LOWSON CRESCENT
WINNIPEG, MB R3P 0T3

Status

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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 15032512691

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-25

Registration Status: Current

Expiry Date: 2025-Mar-25 23:59:59

Inexact Match on: Debtor

No: 1

Amendments to Registration

16042821414

Amendment

2016-Apr-28

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 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.

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

Search ID #: Z12526636

Particulars

<u>Block</u>	<u>Other Changes</u>	<u>Status</u>
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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 16032112596

Registration Date: 2016-Mar-21

Registration Type: SECURITY AGREEMENT

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

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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 16032417976

Registration Date: 2016-Mar-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Amendments to Registration

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

Debtor(s)**Block****Status**

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

Current

Block**Status**

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

Current by
19050335379**Secured Party / Parties****Block****Status**

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

Deleted by
19061713290**Block****Status**

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

Current by
19061713290

Search ID #: Z12526636

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
10	One (1) Fertilizer Bin - Serial number: 2008 07 28404	Current
11	All present and after-acquired personal property.	Current By 19050335379

Search ID #: Z12526636

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 #: Z12526636

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 #: Z12526636

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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 17040530312

Registration Date: 2017-Apr-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 2

Debtor(s)

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

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

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	BAYER CROPSOURCE INC. SUITE 200, 160 QUARRY PARK BLVD. SE. CALGARY, AB T2C 3G3	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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. Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles.	Current

Search ID #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 19032813234

Registration Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 19050335192

Registration Date: 2019-May-03

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

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 #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 19051013849

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 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

Search ID #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 19081440379

Registration Date: 2019-Aug-14

Registration Type: BANKRUPTCY / PROPOSAL

Registration Status: Current

Registration Term: Infinity

Court Location: Edmonton Judicial Centre Court File Number: BB203 543266

Date Filed: 2019-Aug-01

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 HAR-DE AGRI SERVICES LTD.
LEDUC, AB

Current

Trustee

Block

Status

1 BOWRA GROUP INC
519,10235-101 STREET
EDMONTON, AB T5J3G1

Current

Search ID #: Z12526636

Business Debtor Search For:

HAR-DE AGRI SERVICES LTD.

Search ID #: Z12526636

Date of Search: 2020-Mar-20

Time of Search: 13:47:24

Registration Number: 19091109406

Registration Date: 2019-Sep-11

Registration Type: WORKERS' COMPENSATION BOARD CHARGE

Registration Status: Current

Registration Term: Infinity

The WCB Charge Amount is \$1,218.48

Exact Match on: Debtor No: 2

Amendments to Registration

19091609007	Amendment	2019-Sep-16
19110844008	Amendment	2019-Nov-08
19112102304	Amendment	2019-Nov-21
19112649283	Amendment	2019-Nov-26

Debtor(s)

Block

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

Status

Deleted by
19091609007

Block

2 HAR-DE AGRI SERVICES LTD.
1411-10088 102 AVE NW
EDMONTON, AB T5J 2Z1

Status

Current by
19091609007

Secured Party / Parties

Block

1 WORKERS' COMPENSATION BOARD/COLLECTION UNIT
9912 107 STREET
EDMONTON, AB T5K 1G5
Phone #: 780 509 1395 Fax #: 780 498 7999

Status

Deleted by
19110844008

Search ID #: Z12526636

Block

2 WORKERS' COMPENSATION BOARD/COLLECTION UNIT
9912 107 STREET
EDMONTON, AB T5K 1G5
Phone #: 780 509 1395 Fax #: 780 498 7999

Status

Deleted by
19112102304

Block

3 WORKERS' COMPENSATION BOARD/COLLECTION UNIT
9912 107 STREET
EDMONTON, AB T5K 1G5
Phone #: 780 509 1395 Fax #: 780 498 7999

Status

Deleted by
19112649283

Block

4 WORKERS' COMPENSATION BOARD/COLLECTION UNIT
9912 107 STREET
EDMONTON, AB T5K 1G5
Phone #: 780 509 1395 Fax #: 780 498 7999

Status

Current by
19112649283

Collateral: General

Block **Description**

1 ALL PRESENT AND AFTER-ACQUIRED PROPERTY AND ALL PROPERTY USED IN
CONNECTION, PURSUANT TO WCB ACT S129

Status

Current

Particulars

Block **Additional Information**

1 WCB ACCOUNT #3123925

Status

Current

Result Complete

APPENDIX F

Copy of the BMO Security Assignment dated June 14, 2019

THIS ASSIGNMENT AGREEMENT (the "Agreement") made as of the 14th 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 14th 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. Hermann

Title: SAMM CAM

Per: 

Name: Wade B. Plawucki

Title: SAMM CAM

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: DIRECTORI have authority to bind Performance AG Group
Calmar Ltd.**HAR-DE AGRI SERVICES LTD.**Per: Name: HAROLD ZIBELL
Title: DIRECTORI have the authority to bind Har-De Agri Services
Ltd.**MLS PROPERTY GROUP LTD.**Per: Name: Mike Sirois
Title: PresidentI 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**

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

APPENDIX G

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



REQUEST FOR OFFERS TO PURCHASE

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

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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.

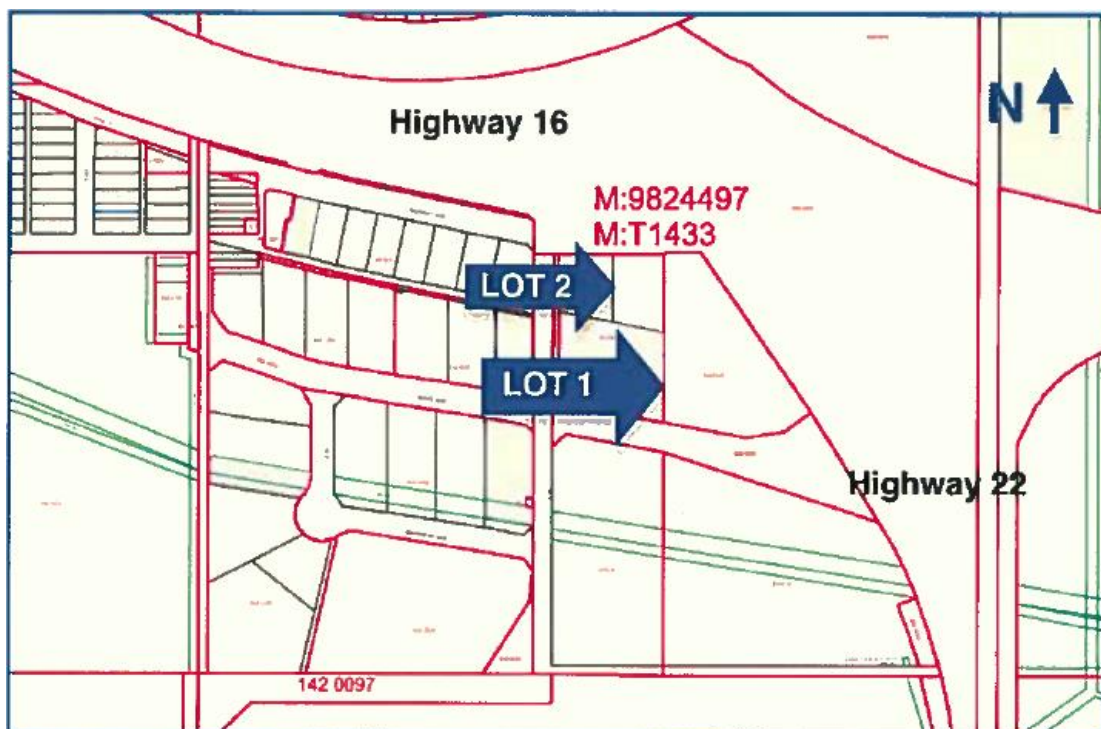
A detailed list of the capital assets and miscellaneous inventory located in Evansburg, Alberta is attached as **Appendix D**.

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 45th Avenue to the south. Lot 2 is an interior lot with Highway 16 exposure and fronts to 47th 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:



COURT FILE NUMBER

1903 20042

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~~ \$600,000 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;¹
- (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;

¹ 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,² 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

² 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	
LEASEHOLD IMPROVEMENTS / FERTILIZER STORAGE AND MIXING SYSTEM						
2011	NORSEMAN		STRUCTURE	12X14 2 STORY BLEND SHED		
			STRUCTURE	12X15 LIQUID BLEND SHED		
			STRUCTURE	38X72 TARP BUILDING		
			BIN / CONTAINER	14X15 TRI-BIN FERTILIZER BIN	612010034155	
			BIN / CONTAINER	NL FERTILIZER BIN	6120101024948	
			BIN / CONTAINER	NL FERTILIZER BIN 1	SN UNKNOWN	
			BIN / CONTAINER	NL FERTILIZER BIN 2	SN UNKNOWN	
			BIN / CONTAINER	NL FERTILIZER BIN 3	SN UNKNOWN	
			BIN / CONTAINER	NL FERTILIZER BIN 4	SN UNKNOWN	
			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			
EQUIPMENT / MOVEABLE ASSETS						
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	SN 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	1FCVGIAC5YHF03549	
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

Name	# of	Size/Volume
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



CERTIFIED COPY OF
Certificate of Title

S

LINC SHORT LEGAL
0010 095 546 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

CERTIFIED COPY OF
Certificate of Title

SHORT LEGAL 8822207;;1
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 CAVEATOR - MLS PROPERTY GROUP LTD. 302,1524 91 STREET SW EDMONTON

CERTIFIED COPY OF
Certificate of Title

SHORT LEGAL 8822207;;1
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
LEASEHOLD IMPROVEMENTS / FERTILIZER STORAGE AND MIXING SYSTEM					
			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	
EQUIPMENT / MOVEABLE ASSETS					
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	CPPU682138
			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



CERTIFIED COPY OF
Certificate of Title

S

LINC SHORT LEGAL
0025 902 743 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

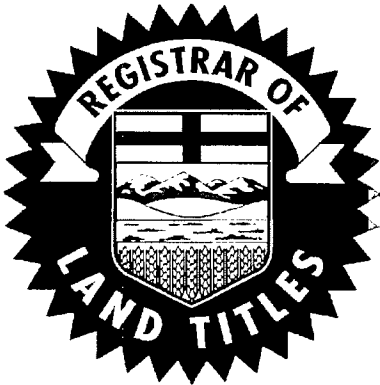
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
30260P	09/12/1965	CAVEAT RE : EASEMENT CAVEATOR - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 " AFFECTS PART OF THIS TITLE " (DATA UPDATED BY: TRANSFER OF CAVEAT 012027917)
162 095 996	08/04/2016	MORTGAGE MORTGAGEE - MLS PROPERTY GROUP 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

CERTIFIED COPY OF
Certificate of Title

SHORT LEGAL 9420356;B;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
AREA:
1.817 HECTARES (4.49 ACRES) MORE OR LESS

Certificate of Title

TITLE NUMBER: 112 074 895

ATS REFERENCE:

5;7;53;20;SE

TOTAL INSTRUMENTS: 007



CERTIFIED COPY OF
Certificate of Title

S

LINC SHORT LEGAL
0013 211 404 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

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

CERTIFIED COPY OF
Certificate of Title

SHORT LEGAL 9020824;;2
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

Certificate of Title

TITLE NUMBER: 102 147 676

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 Date: 2016-Mar-23

Registration Type: SECURITY AGREEMENT

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**

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

Current

Block**Status**

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

Current by
19050335315**Secured Party / Parties****Block****Status**

1 BANK OF MONTREAL
4906 - 50 AVENUE
CAMROSE, AB T4V 0S3
Phone #: 780 608 4194 Fax #: 780 672 4182

Deleted by
19061713628**Block****Status**

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

Current by
19061713628

Search ID #: Z11772140

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	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

<u>Block</u>	<u>Description</u>	<u>Status</u>
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 FERTILIZER/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 FERTILIZER 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

Registration Number: 16032338787

Registration Date: 2016-Mar-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

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
Phone #: 780 608 4194 Fax #: 780 608 4192

Status

Deleted by
19061714093

Block

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

Status

Current by
19061714093

Search ID #: Z11772140

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
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 Date: 2017-Apr-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

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

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

Status

Current

Block

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

Status

Current

Block

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

Status

Current by
19050331869

Block

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

Status

Current by
19050331869

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)**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

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

Block**Status**

Current

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

Block**Status**

Current

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

Creditor(s)**Block****Status**

Current

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

Collateral: General**Block****Description****Status**

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

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
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
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	Goods seized at Calmar location are on a Bailee's Undertaking signed by Evelyn Buining on May 17, 2019.	Deleted By 19052415353
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	Consolidated Civil Enforcement Inc. file number is 133496-DP-4C	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
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

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
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
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

Status

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

Deleted by
18080824285

Block

Status

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

Deleted by
18080824285

Birth Date:
1984-Oct-15

Block

Status

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

Current by
18080824285

Secured Party / Parties

Block

Status

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

Current

Search ID #: Z11772140

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	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 Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

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

Status

1 PERFORMANCE AG GROUP CALMAR 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
19061713714

Block

Status

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

Current by
19061713714

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: 19032813497

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

19061714190

Amendment

2019-Jun-17

Debtor(s)

Block

Status

Current

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

Secured Party / Parties

Block

Status

Deleted by
19061714190

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

Block

Status

Current by
19061714190

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 #: 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**

Current

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

Secured Party / Parties**Block****Status**

Deleted by
19061714268

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

Block**Status**

Current by
19061714268

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 #: 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

Status

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

Current

Secured Party / Parties

Block

Status

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

Deleted by
19061713756

Block

Status

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

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 Type: GARAGE KEEPERS' LIEN

Registration Date: 2019-May-23

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

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

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

Current

Creditor(s)

Block

Status

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

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: 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

Status

Current

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

Creditor(s)

Block

Status

Current

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

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 Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-24

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

Costs Are: \$1,051.68

Post Judgment Interest: \$0.00

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

Block

2 UNIVAR CANADA LTD.
99 LOWSON CRESCENT
WINNIPEG, MB R3P 0T3

Status

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

Registration Number: 15032512691

Registration Date: 2015-Mar-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Mar-25 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

16042821414

Amendment

2016-Apr-28

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 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.

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

Search ID #: Z11772143

Particulars

<u>Block</u>	<u>Other Changes</u>	<u>Status</u>
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

Registration Number: 16032112596

Registration Date: 2016-Mar-21

Registration Type: SECURITY AGREEMENT

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

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

Registration Number: 16032417976

Registration Date: 2016-Mar-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Amendments to Registration

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

Debtor(s)**Block****Status**

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

Current

Block**Status**

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

Current by
19050335379**Secured Party / Parties****Block****Status**

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

Deleted by
19061713290**Block****Status**

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

Current by
19061713290

Search ID #: Z11772143

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
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

Registration Number: 17040530312

Registration Date: 2017-Apr-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 2

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

Registration Number: 17051022932

Registration Date: 2017-May-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Inexact Match on: Debtor No: 1

Amendments to Registration

18070451776

Amendment

2018-Jul-04

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

<u>Block</u>	<u>Description</u>	<u>Status</u>
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

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
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 Date: 2019-Jan-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

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

Block

Serial Number

Year

Make and Model

Category

Status

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

Registration Number: 19032813234

Registration Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Amendments to Registration

19061713434

Amendment

2019-Jun-17

Debtor(s)**Block****Status**

Current

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

Secured Party / Parties**Block****Status**

Deleted by
19061713434

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

Block**Status**

Current by
19061713434

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 #: 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: 19050335192

Registration Date: 2019-May-03

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

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

Registration Number: 19051013849

Registration Date: 2019-May-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

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 Date: 2016-Mar-24

Registration Type: SECURITY AGREEMENT

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

Status

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

Current

Block

Status

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

Current by
19050335379

Secured Party / Parties

Block

Status

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

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

<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 Date: 2019-Mar-28

Registration Type: SECURITY AGREEMENT

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

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

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

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

Registration Number: 19051013799

Registration Date: 2019-May-10

Registration Type: SECURITY AGREEMENT

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 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:

Description	Amount
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 H

List of the prospective purchasers contacted

Performance Ag Group

Prospective Purchasers Contacted

#	Party	ROP Sent	Site Visit
1	Crop Management Network	Yes	Yes
2	Leduc Co-Op	Yes	Yes
3	Federated Co-Operatives Limited	Yes	
4	AgraCity Crop & Nutrition Ltd.	Yes	
5	Canterra - Galloway Seeds Ltd. (Fort Sask)	Yes	
6	Canterra - Xseed Ag Products (Lacombe)	Yes	
7	Independent Crop Inputs	Yes	
8	Synergy Ag	Yes	
9	Nutrien Ag Solutions (Calmar)	Yes	Yes
10	Nutrien Ag Solutions (Stony Plain)	Yes	Yes
11	Richardson International	Yes	
12	Blair's	Yes	
13	AgLink Canada	Yes	
14	Laurich Holdings	Yes	
15	Keg River Chemical Corp.	Yes	
16	Agrico Canada LP	Yes	
17	McEwens Fuels & Fertilizers	Yes	Yes
18	Maynards	Yes	Yes
19	Joiner Sales	Yes	
20	Ritchie Bros	Yes	Yes
21	Platinum Asset Services Inc.	Yes	
22	Infinity Assets	Yes	
23	DG Auction Services	Yes	
24	Hilco Industrial, LLC	Yes	
25	Lorne Fell Auction Services	Yes	
26	McDougall Auctioneers	Yes	Yes
27	Fraser Auction Service Ltd.	Yes	
28	Able Auctions	Yes	
29	Mirterra Industrial Appraisers & Auctioneers	Yes	Yes
30	Cansource Biofuels Corp.	Yes	Yes
31	Wayne Tourneur	Yes	Yes
32	Quick Mats	Yes	
33	Route 16-22	Yes	
34	Century Services	Yes	Yes
35	GD Auctions	Yes	
36	Sturgeon Valley Fertilizers	Yes	
37	Ray Agro & Petroleum Ltd.	Yes	Yes
38	David Dow Fertilizer Co.	Yes	
39	Univar Solutions	Yes	
40	Shur-Gro Farm Services	Yes	
41	Brett Young	Yes	
42	Cargill Ag - Leduc	Yes	
43	Bay Shore Groups	Yes	
44	Bio-Cycle Solutions Ltd. (Calgary)	Yes	
45	International Raw Materials Ltd. (Fort. Sask.)	Yes	

46	Parrish & Heimbecker	Yes	
47	Providence Grain	Yes	
48	Robert Lawrence	Yes	
49	Paterson Grain	Yes	Yes
50	UFA	Yes	
51	Harold Zibell	Yes	
52	Greg Pukas	Yes	Yes
53	Xplornet	Yes	Yes
54	C3 - Crescent Commercial Corp.	Yes	Yes
55	North American Auction LLC	Yes	
56	Warburg Seed Cleaning Co-op	Yes	Yes
57	HDH Industries	Yes	Yes
58	Olsen Farms	Yes	
59	Mark Shtay	Yes	Yes
60	Dean Smith Oilfield Contracting Ltd.	Yes	Yes
TOTAL	60	60	21

APPENDIX I

Copies of the JLL Marketing Brochures



Highway 16

Highway 16A

50 Street

45 Avenue

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

+1 780 328 0068

david.kraus@am.jll.com

Jim Bijou, SIOR

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jim.bijou@am.jll.com

Adam Butler

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adam.butler@am.jll.com

Angela Wu-Kemp

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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
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david.kraus@am.jll.com

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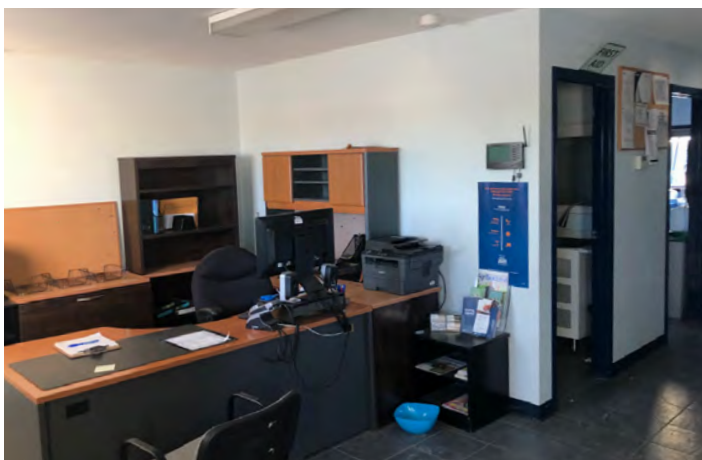
Andres Mateluna
+1 780 328 2557
andres.mateluna@am.jll.com



Property Details

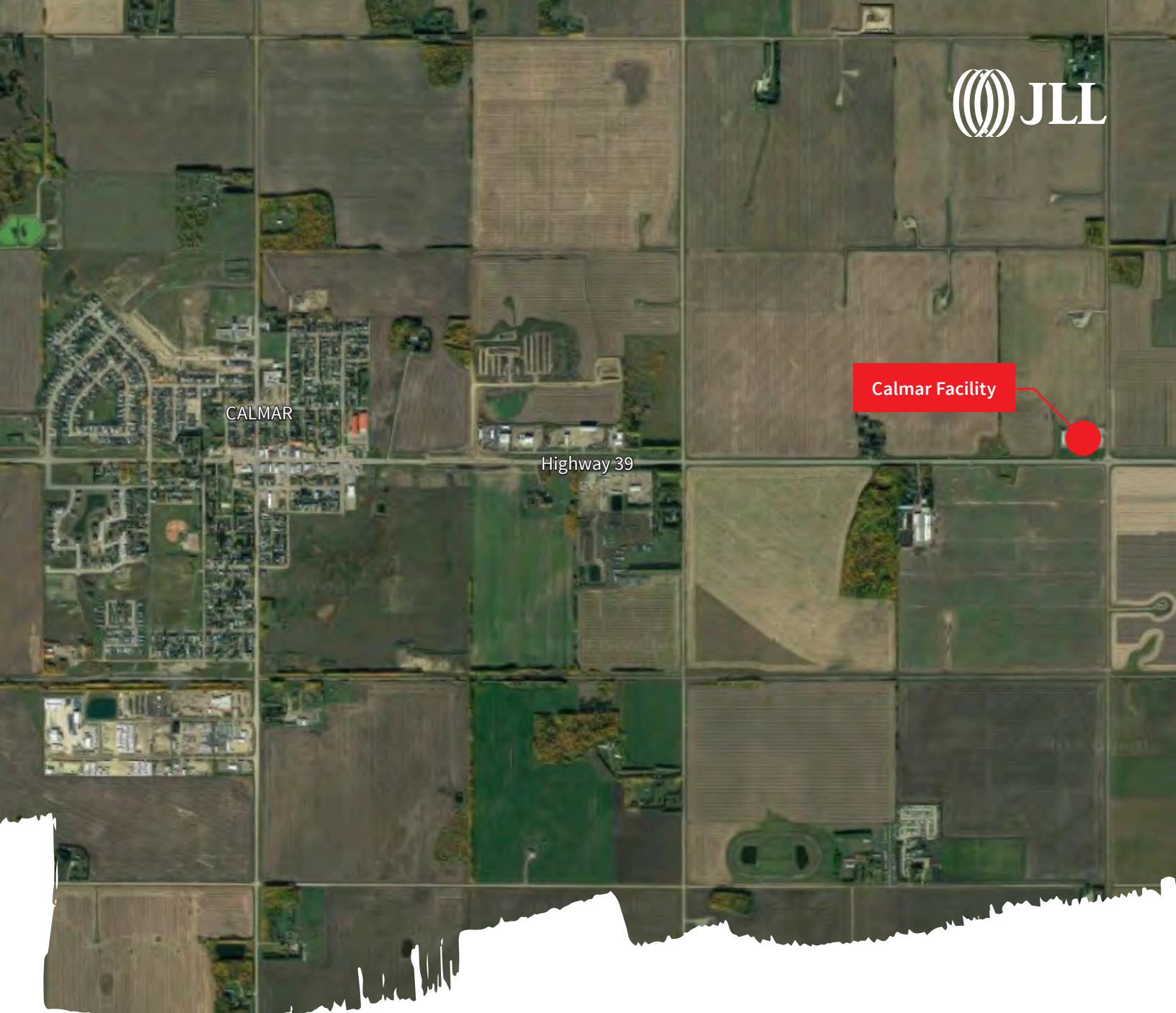
- Office Building: ±1,650 square feet
- Warehouse Building: ±10,000 square feet
- Site Area: 3.66 acres
- Legal Description: 4-26-49-32-SE
- Zoning: IAR - Industrial Agricultural Resource
- Heating: Radiant tube
- Construction: Wood frame, metal clad
- Loading: Grade





Sale Details

- Sale Price: Market
- Contact us for more information



CALMAR

Highway 39

Calmar Facility

Contact Us

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Daniel Toumine

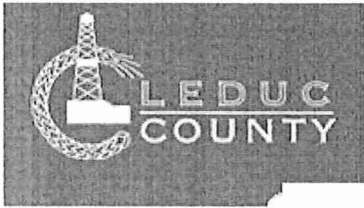
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JLL Edmonton Industrial
Suite 2101 TD Tower
10088 102 Ave. NW
Edmonton, AB, T5J 2Z1

APPENDIX J

Copies of the 2019 Tax Certificate from Leduc County



[Property Search](#)

[Home](#)

Property Information For Roll #: 1771020

Current Assessment for Tax Year : 2019

Municipal Address (Rural)	49506 Rng Rd 264
Plan Block Lot	8822207 - 1
Mer Rng Twp Sec Psec	4 26 49 32 SE
Zoning	60 - IAR Indust-Agric-Resource
LINC #	0010095546
Total Area	3.66
Last Assessment Notice Date	May 13, 2019
Last Tax Notice Date	May 13, 2019
Current Assessment (\$)	950,010
Assessment Class(es)	NonResidential Mach & Equip

[New Search](#)

[Back to Results Page](#)

Date: Aug 22, 2019

Time: 13:46:50

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