COURT FILE NUMBERS	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT(S)	ERNST & YOUNG INC. IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY
DOCUMENT	TENTH REPORT OF THE RECEIVER January 30, 2019
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	RECEIVER Ernst & Young Inc. 2200, 215 2nd St SW Calgary, Alberta T2P 1M4 Peter Chisholm / Duncan MacRae Telephone: (403) 206-5061 / (403) 206-5035 Email: peter.chisholm@ca.ey.com duncan.macrae@ca.ey.com COUNSEL McCarthy Tétrault LLP Suite 4000, 421 7th Avenue SW Calgary AB T2P 4K9 Attn: Sean Collins / Walker MacLeod Telephone: (403) 260-3531 / (403) 260-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca

Clerk's Stamp

CLERK OF THE COURT
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APPENDICES

INTRODUCTION

1. On June 7, 2012, 1252064 Alberta Ltd. ("125"), 1330075 Alberta Ltd. ("133") and Harvest Capital Management Inc. ("HCMI") (collectively the "Companies") sought and obtained protection from their creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended, (the "CCAA") pursuant to an order of this Honourable Court (the "Initial CCAA Order"). Pursuant to the Initial Order, Ernst & Young Inc. was appointed monitor (the "Monitor") of 125, 133 and HCMI (the "CCAA Proceedings").

2. Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of the property, assets and undertakings (the "Property") of 125, 133 and HCMI pursuant to an Order (the "Receivership Order") of this Honourable Court dated September 30, 2013 (the "Appointment Date"), in the within proceedings (the "Receivership Proceedings").

3. Concurrent with the issuance of the Receivership Order, the CCAA Proceedings were terminated by an order (the "Termination Order") of this Honourable Court dated September 30, 2013. The Termination Order provides that the charges in the Initial CCAA Order endure, notwithstanding the termination of the Initial CCAA Order.

4. The Receivership Order authorized the Receiver, among other things, to carry on the business of the Company, to sell, convey, transfer, lease or assign the Property out of the normal course of business, subject to court approval for transactions in excess of $100,000, and to make such arrangements or agreements as deemed necessary by the Receiver.

5. The purpose of this tenth report (the "Tenth Report") of the Receiver is to provide this Honourable Court with the Receiver's comments on the:

   a) activities of the Receiver since the ninth report dated August 14, 2017 (the "Ninth Report") and to provide a statement of receipts and disbursements ("R&D") for the period from the Appointment Date to January 18, 2019 (the "Reporting Period");

   b) request for discharge of the Receiver of HCMI and 125, following the Receiver's completion of the administration of the estate;

   c) the remaining efforts to be undertaken by the Receiver to complete the administration of the 133 receivership; and

   d) the Receiver's recommendations.

6. Capitalized terms not defined in this Report are as defined in the Receivership Order.

7. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

8. In preparing this Tenth Report, the Receiver has relied upon unaudited financial information and Company records. The Receiver has not performed an audit, review or other verification of such information.

BACKGROUND

9. 125, 133, and HCMI are part of a group of legal entities commonly known as the Harvest Group of Companies (collectively, the "Harvest Group"). Mr. Ronald Aitkens ("Mr. Aitkens") was the director and controlling mind of various legal entities comprising the Harvest Group, including the Companies. The Receiver has reviewed financial information pertaining to the Harvest Group and, based on this review, has determined that the Harvest Group raised in excess of $266 million between 2004 and 2010, largely through the issuance of bonds to investors, and used the funds to acquire lands and make other investments.

10. Various entities within the Harvest Group have defaulted on their obligations to bondholders and have obtained protection under the CCAA. The Receiver is (or was, in respect of Harvest Group entities that have exited from CCAA proceedings) the Court appointed monitor of a total of 27 entities within the Harvest Group that have been granted protection from their creditors pursuant to the CCAA.

11. The reconstruction of the Harvest Group's accounting records is presented in detail in the Ninth Report of the Monitor in the CCAA Proceedings dated August 30, 2013 (the "SUF Report").

12. Legacy Communities Inc. ("Legacy"), originally a member of the Harvest Group, obtained protection from its creditors under the CCAA on December 21, 2011 and implemented a Plan of Arrangement pursuant to the CCAA on October 26, 2012. Since that date, 125 and Legacy have operated at arm's length from one another.

13. The SUF Report shows that Legacy raised approximately $35.2 million through bond issuances to investors in 2006 for the purposes of real estate acquisition. Of the money raised by Legacy, $8.4 million (net) was disbursed to other entities within the Harvest Group of Companies and $7.9 million (net) was advanced directly from Legacy to 125.

14. Additional background information and other information regarding these Receivership Proceedings and the previous CCAA Proceedings have been posted by the Receiver on its website at: www.ey.com/ca/foundationgroup.

ASSIGNMENT OF THE PANAMA CLAIM

15. 125 and Punta Gorda Holding Corp. ("Punta Gorda") entered into a joint venture agreement on July 12, 2017 (the "JVA"). The JVA was in respect of a real property development on Isla del, Ray, Panama and involved the creation of Sask Harvest Ventures Ltd. (the "JVA Corporation"). 125 was to contribute $7.0 million USD and Punta Gorda was to contribute 50 hectares of land situated in Isla del Ray, Panama (the "Lands"). Each of 125 and Punta Gorda would own a 50% interest in JVA Corporation and 125's monetary contribution was to be used to develop the Lands.

16. 125 contributed approximately $5.2 million USD of its obligation under the JVA to the JVA Corporation. A dispute arose between Punta Gorda, 125 and JVA Corporation relative to JVA and 125 was in the process of litigating that dispute in Panama when it commenced the CCAA Proceedings in 2012 (the "Panama Claim"). Since the commencement of the Receivership Proceedings in 2013 the Receiver has continued to attempt to recover on the Panama Claim. The steps taken by the Receiver have included:

    a) Foreign Recognition: This was a lengthy process and the Receiver was initially unsuccessful in obtaining recognition because it was not able to evidence that it was authorized to proceed by a director or officer of 125. To address this, the Receiver created Panama Holdings (1252064) Ltd. ("Panama Co") and assigned the Panama Claim from 125 to Panama Co;

    b) The Lands: A significant issue in the litigation is that the JVA does not identify the real property to be contributed by Punta Gorda. The Receiver explored the viability of seeking an attachment or similar type order against the property believed to constitute the Lands with its Panamanian counsel but determined that it was not feasible for it to obtain such relief due to quantum due to the quantum of security required to be posted;

    c) The Shares: Another significant issue in the litigation is an allegation that a Panamanian law firm wrongfully disbursed shares in JV Corporation that it was supposed to hold in trust pending the completion of the contribution of of the Lands. The Receiver has also sought to recover against this law firm but has as of yet been unsuccessful;

d) The Law Firm: The law firm alleged to have wrongfully disbursed the Shares is also advancing a claim against the property believed to constitute the Lands and periodically seeks to force a sale. This action results in further delay to the advancement of the Panama Claim but has not yet been recognized in Panama so as to be able to advance such claim; and

e) The Settlement: In February 2016 the Receiver believed that it has managed to settle the Panama Claim through negotiation efforts led by Legacy. The settlement was subsequently approved by this Honourable Court. Unfortunately, the settlement did not complete and the litigation is continuing.

17. The Receiver has formed the view, in consultation with its counsel and its Panamanian counsel, that a successful recovery on the Panama Claim in the immediate term is unlikely. The Receiver's position is based on the following:

a) The uncertainty over the identity of the Lands is a material issue in the litigation;

b) Regardless of the issue with the Lands, 125 appears to have also committed a default on the JVA by failing to make its full contribution amount;

c) Despite efforts in Canada and Panama, the Receiver has no information on the solvency of Punta Gorda, the JVA Corporation or the Panamanian law firm involved in the litigation. Accordingly, there is no certainty that even if the Receiver is successful in advancing the Panama Claim it will recover proceeds for creditors;

d) The main witness for 125 in litigation would be Mr. Ron Aitkens. The Receiver understands that Mr. Aitkens was recently convicted of a variety of charges by the ASC and is currently facing additional criminal proceedings;

e) 125's records were in a state of disarray at the commencement of the CCAA Proceedings and there is a lack of documentary support for various positions advanced by 125 in respect of the Panama Claim;

f) Proceedings in Panama have been lengthy and time consuming and, to date, the Receiver has spent approximately $65,255 on Panamanian counsel in advancing the Panama Claim. The Receiver has not received any certainty as to when the litigation in respect of the Panama Claim will be concluded or what the result may be; and

g) The Receiver has considered, with its Canadian counsel, alternatives to litigation in Panama including attempting to take a director position on the JVA Corporation or initiating arbitration with Punta Gorda in Saskatchewan. The Receiver has concluded that these alternatives are not viable because it does not believe this will result in recovery of assets for the benefit of creditors.

18. The Receiver has only limited cash remaining in the 125 estate (approximately $168,000) and does not anticipate any further recoveries. The Receiver is particularly concerned that it will not have sufficient resources to continue to fund Panama Co to advance the Panama Claim to a stage where recoveries will be available on it.

19. 125's largest creditor is Legacy, who holds 68.8% of the claim pool. Legacy is prepared to take an assignment of the shares in Panama Co for the purposes of advancing the Panama Claim. The Receiver and Legacy had discussions regarding a transfer of the shares in Panama Co to Legacy in exchange for a *pro rata* share of any recoveries on the Panama Claim but Legacy was not prepared to take the Panama Claim on such terms. The Receiver was therefore agreeable to the assignment, subject to other creditors being given notice and having an opportunity to participate in the continuing proceedings. The Receiver provided such notice to other creditors by way of the letter attached as Appendix 'A' on January 29, 2019 via email and Xpresspost mail and will update this Honourable Court as to any replies received at the hearing of the Receiver's application.

20. A copy of the Assignment Agreement transferring, assigning and conveying 125's interest in the shares of Panama Co to Legacy dated February 5, 2019, is attached as Appendix 'B'.

21. The relief sought by the Receiver includes: (a) the release of the Panama Charge in favour of individual directors of Panama Co; and (b) court-ordered releases in favour of the individual representatives of EY Inc. who served as directors of Panama Co for the purposes of advancing the Panama Claim. The Panama Charge was initially granted because the Receiver was unable to obtain director and officer insurance for the individual directors of Panama Co. The Receiver believes the releases are appropriate because the EY Inc. individuals served Panama Co. solely as volunteers, made material contributions to 125 by attempting to advance the Panama Claim and are limited in nature by way of standard carve outs for fraud, gross negligence, willful misconduct or oppression.

STATEMENTS OF RECEIPTS & DISBURSEMENTS

HCMI R&D

22. The following is a statement of the Receiver's receipts and disbursements during the Reporting Period:

Harvest Capital Management Inc.		Exhibit 1
Statement of receipts and disbursements		
CAD$, unaudited		
September 30, 2013 to January 18, 2019		
	Notes	
Opening cash balance	*a*	116,489
Receipts		
Interest income		3,150
Receiver's interest collected		498
Total receipts		3,648
Cash balance before disbursements		120,137
Disbursements		
Legacy DIP reconciliation	*b*	70,349
Receiver's fees		26,977
Receiver's counsel and other legal fees		19,932
Net GST paid		2,335
Miscellaneous disbursements		545
Total disbursements		120,137
Cash on hand		-

Notes:

a) Opening cash from the CCAA Proceedings; and

b) HCMI was Legacy's DIP Lender in its CCAA Proceedings. As part of the Legacy SUF, it was determined that Legacy had cross-claims against HCMI relating to overpayment of management fees and Legacy asserted set-off on the DIP obligations. The amount disbursed by the Receiver to Legacy were trust funds that were held as part of the implementation of the Legacy CCAA Plan pending the final reconciliation of amounts due between HCMI and Legacy.

23. As evidenced above, there are no remaining funds in the HCMI estate.

125 R&D

24. The following is a statement of the Receiver's receipts and disbursements during the Reporting Period:

1252064 Alberta Ltd. Statement of receipts and disbursements CAD$, unaudited September 30, 2013 to January 18, 2019		Exhibit 2
	Notes	
Opening cash balance	*a*	20,479
Receipts		
Related party recoveries	*b*	1,181,717
Mortgage payments and payout	*c*	283,447
Interest Income	*d*	26,619
Loan to Foundation Place and repayment	*e*	10,569
WSV unclaimed distributions	*f*	10,094
Total receipts		1,512,448
Cash balance before disbursements		1,532,927
Disbursements		
Dividend payments	*g*	1,002,163
Receiver's fees	*h*	149,882
Receiver's legal fees	*i*	93,563
Legal fees	*j*	65,255
CCAA professional fees	*k*	22,700
Loss on foreign exchange		22,156
Net GST paid		7,812
Other miscellaneous disbursements		560
Total Disbursements		1,364,090
Cash on hand		168,836

Notes:

a) Opening cash from the CCAA Proceedings;

b) Related party recoveries included approximate recoveries from:

i. Arlington Street Investments - $450,000;

ii. Liberty Crossing - $426,000;

iii. Harvest Group GP - $264,000;

iv. Benchmark Capital - $26,000; and

v. Foundation Homes - $15,000;

c) Monthly mortgage payments and ultimate payout of the mortgage issued by 125 on a personal residence in Lethbridge, Alberta;

d) Interest income earned on the funds held by the Receiver;

e) Net amount earned on the loan to Foundation Place;

f) WSV unclaimed distributions per the Ninth Report;

g) Dividend payment of the 125 Interim Distribution per the Ninth Report;

h) Receiver's fees paid throughout these Receivership Proceedings;

i) Legal fees incurred by the Receiver's counsel;

j) Legal fees incurred in Panama; and

k) Previously approved professional fees incurred in relation to the CCAA proceedings.

133 R&D

25. The following is a statement of the Receiver's receipts and disbursements during the Reporting Period:

1330075 Alberta Ltd.		Exhibit 3
Statement of receipts and disbursements		
CAD$, unaudited		
September 30, 2013 to January 18, 2019		
	Notes	
Opening cash balance	*a*	10,424
Receipts		
Related party recoveries	*b*	568,995
Sales of assets	*c*	550,859
Receiver's interest collected		16,463
Rental income		13,000
Net GST refunded		2,896
Total receipts		1,152,212
Cash balance before disbursements		1,162,636
Disbursements		
CCAA professional fees	*d*	501,963
Property tax	*e*	102,263
Receiver's fees	*f*	90,500
Legal fees	*g*	84,855
Receiver's legal fees	*h*	40,859
Operating expenses	*i*	34,916
Total disbursements		855,355
Cash on hand		307,281

Notes:

a) Opening cash from the CCAA Proceedings;

b) Related party recoveries included approximate recoveries from:

   i. Liberty Crossing - $516,000;

   ii. Foundation Homes - $44,000; and

   iii. Harvest Group GP - $9,000;

c) Collections from the sale of the Balsam Lake property;

d) Previously approved professional fees incurred in relation to the CCAA proceedings;

e) Property taxes paid in relation to the Calmar Lands;

f) Receiver's fees paid throughout these Receivership Proceedings;

g) Legal fees paid to company counsel and in relation to the UDI mortgage priority issue;

h) Legal fees incurred by the Receiver's counsel; and

i) Operating expenses include ongoing insurance, appraisals and environmental assessment fees.

COMPLETION OF 133 RECEIVERSHIP

26. The remaining asset of 133 is the land located in Calmar, Alberta. The Receiver continues to market the Calmar Lands for sale and will need to determine the priority ranking of the creditors in relation to those lands prior to the distribution of any funds to creditors of 133.

PROFESSIONAL FEES

27. Below is a summary of the professional fees paid to the Receiver and its' counsel during the Receivership Proceedings.

125, 133 & HCMI — Exhibit 4
Summary of professional fees
CAD$, unaudited
September 30, 2013 to January 18, 2019

	125	HCMI	133
Receiver	149,882	26,977	90,500
Legal counsel	93,563	19,932	40,859
Total	243,445	46,909	131,359

28. The Receiver and its' legal counsel estimate the total cost to complete the administration of the 125 receivership, including the assignment of the Panama claim, to be $40,000 (the "Costs to Complete") *pro rata* between the Receiver and its' legal counsel.

29. The Receiver believes that the professional fees charged by itself and its counsel are fair, reasonable and appropriate in the circumstances for the following reasons:

a) A large portion of the assets were intercompany account receivables that were owed (on a net basis) to the Companies. The Receiver had to complete a reconciliation of all amounts owed (some of which was completed in the CCAA Proceedings) in order to determine claims and then assist with the realization of assets in related parties in order to realize on the assets of the Companies;

b) The Receiver received virtually no assistance from the Companies because of the issues associated with Mr. Aitkens and the Receiver was forced to litigate with Mr. Aitkens in relation an alleged transfer of the Panama Claim;

c) The record deficiencies associated with the Companies were very significant. As evidenced by Mr. Aitkens' initial affidavit, the Companies did not have standard financial statements and the Receiver expended significant time reviewing or re-creating financial information for the purposes of identifying and confirming creditor claims. While some of this work was again performed in the CCAA Proceedings, the record deficiencies had a continuing cost impact on the Receivership Proceedings;

d) The proceeding has been lengthy and the fees at issue are incurred over a five and a half year period; and

e) Despite the various issues, the Receiver was able to successfully realize on assets and make a distribution to creditors.

FINAL DISTRIBUTION

30. On January 12, 2017, this Honourable Court granted the Claims Process Order as described in the Eighth Report.

31. Based on the outcome of the claims process outlined in the Claims Process Order, the Receiver paid an interim distribution of approximately $1 million to the creditors of 125.

32. As shown above in Exhibit 2, 125 currently has approximately $169,000. After the Costs to Complete of $40,000, there will remain approximately $129,000 (the "Final Distribution"). Accordingly, the Receiver is seeking this Honourable Court's approval of the 125 Final Distribution to creditors in the amount of approximately $129,000.

33. The 125 Final Distribution will be distributed pro-rata to the creditor of 125 as follows:

1252064 Alberta Ltd. Summary of Final Distribution CAD$, unaudited	Exhibit 5
Creditor	Final Distribution
Legacy Communities Inc.	88,640
Wayne & Eleanor Chiu	4,264
Harbour View Capital Inc.	6,243
Stoney View Capital Inc.	8,214
Theressa Moore	2,954
West Springs Village ("WSV")	18,490
Brown Okamura & Associates Ltd	28
City of Lethbridge	3
Total	128,836

DISCHARGE OF THE RECEIVER

HCMI Discharge

34. The Receiver has completed the majority of its administration of the receivership. The only remaining asset in HCMI, is an illiquid real estate investment held as limited partnership units in a commercial property managed by ReDev Properties. Due to its illiquid nature, it is not likely to be monetized in the near future, and the Receiver expects no recovery.

35. The Receiver is not aware of it being required for any further purpose herein and is therefore of the view that it should be discharged from its mandate.

36. The Receiver respectfully requests that this Honourable Court approve an Order discharging the Receiver from any and all obligations as Receiver of HCMI.

125 Discharge

37. The Receiver has completed the majority of its administration of the receivership. Other than its interest in Panama Co, the only remaining asset in 125, is the collection of distributions, if any, from the 133 receivership.

38. The Receiver is not aware of it being required for any further purpose herein and is therefore of the view that it should be discharged from its mandate.

39. The Receiver respectfully requests that this Honourable Court approve an Order discharging the Receiver from any and all obligations as Receiver of 125.

RECEIVER'S RECOMMENDATIONS

40. The Receiver recommends that this Honourable Court approve the:

a) activities of the Receiver during, and the statement of receipts and disbursements for, the Reporting Period;

b) Receivers' fees and costs, the Receiver's counsels' fees and costs and other legal counsel fees and costs;

c) assignment of the Panama Claim from 125 to Legacy;

d) 125 Final Distribution;

e) discharge of the Receiver of HCMI; and

f) discharge of the Receiver of 125.

Dated at Calgary AB, this 30th day of January, 2019.

ERNST & YOUNG INC.
in its capacity as Receiver and
Manager of 1252064 Alberta Ltd., 1330075 Alberta Ltd.
and Harvest Capital Management Inc.

Peter Chisholm, CPA, CA, CIRP, LIT
Vice-President

Duncan MacRae, CPA, CA, CIRP, LIT
Manager

Appendix ‘A’

Ernst & Young Inc.
Calgary City Centre
2200 - 215 2nd Street SW
Calgary, AB T2P 1M4

Tel: +1 403 290 4100
Fax: +1 403 290 4265
ey.com

Creditor Name
Creditor Address

25 January 2019

1252064 Alberta Ltd. (the "Debtor")

Dear Sir or Madam:

Ernst & Young Inc. was appointed as receiver and manager of the Debtor (the "**Receiver**") by order of the Court of Queen's Bench of Alberta (the "**Court**") on September 30, 2013 (the "**Receivership Order**"). A copy of the Receivership Order is available at www.ey.com/ca/foundationgroup.

Prior to the appointment of the Receiver the Debtor was pursuing litigation in Panama over a failed real property joint venture agreement (the "**Panama Claim**"). The Receiver has continued to attempt to advance the Panama Claim since the issuance of the Receivership Order. On January 12, 2017, a transaction was approved by the Court whereby the Panama Claim was assigned from the Debtor to a newly created company ("**Panama Co**") for the purposes of advancing the Panama Claim. The Debtor is the sole shareholder in Panama Co and the Receiver (by and through the Debtor) controls Panama Co.

The litigation in Panama has been time-consuming and expensive and is subject to ongoing risk. There is no assurance that Panama Co will succeed in the litigation or that it will be able to recover on any judgment that might be awarded. The Receiver has determined that it is in the best interests of the Debtor and its stakeholders that the Panama Claim be assigned to Legacy Communities Inc. ("**Legacy**"), who holds 68.8% of total claims against the Debtor. This will be completed by way of assignment on the shares in Panama Co to Legacy for nominal consideration.

The following is a letter to all proven creditors of the Debtor to provide notice of the Receiver's intention to assign the Panama Claim to Legacy.

The Receiver is prepared to allow other proven creditors of the Debtor to participate in the litigation with Legacy. If other creditors wish to participate they will have to fund their anticipated share of *pro rata* costs in advance of participation. Any proven creditors choosing to participate should immediately contact the Receiver so that retainer arrangements may be made to this effect. The assignment to Legacy is subject to approval by the Court on February 5, 2019 at 10:00 am and, if appropriate retainer arrangements are not made in advance of that time, there will be no recovery for creditors on the Panama Claim.

Sincerely,

Ernst & Young Inc.
in its capacity as Court-appointed Receiver of 1252064 Alberta Ltd.
and not its personal or corporate capacity.

Per: Duncan MacRae, CPA, CA, CIRP, LIT
(403) 206-5035

Appendix ‘B’

ASSIGNMENT AGREEMENT

This Assignment Agreement is dated effective this 5th day of February, 2019.

BETWEEN:

1252064 Alberta Ltd. (the "Assignor")

- and -

Legacy Communities Inc. (the "Assignee")

- and -

Panama Holdings (1252064) Ltd. ("Panama Co")

(the Assignor, the Assignee, and Panama Co collectively, the "**Parties**" and, individually, a "**Party**")

WHEREAS the Assignor is the registered owner of all of the issued and outstanding shares of Panama Co (collectively, the "**Shares**");

AND WHEREAS the Assignor has agreed to transfer, assign, convey and deliver to the Assignee all of its interest in the Shares in exchange for payment from the Assignee in the sum of one ($1.00) dollar;

AND WHEREAS EY Inc. (the "**Receiver**") was appointed as receiver and manager of the Assignor by order of the Court of Queen's Bench of Alberta (the "Court") on September 30, 2013;

AND WHEREAS the Court issued an order on January 12, 2017 (the "**Assignment Order**") that, *inter alia*, authorized the Assignor to transfer and assign the Assigned Claims (as such term is defined in the Assignment Order) to Panama Co;

AND WHEREAS the assignment of the Assigned Claims from the Assignor to Panama Co. was completed pursuant to and in accordance with the Assignment Order and the agreement attached as Schedule "**A**" hereto (the "**Panama Co. Assignment Agreement**");

AND WHEREAS the Parties hereto wish to execute and deliver this Assignment Agreement, all on and subject to the terms and conditions herein contained.

NOW THEREFORE in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are acknowledged), the Parties agree as follows:

1. **Assignment.** The Assignor hereby assigns, transfers and sets over unto the Assignee, and the Assignee hereby acquires all of the Assignor's right, title, estate and interest in and to the Shares.

2. **No Representation or Warranty:** The Assignee acknowledges and confirms that it is relying on its own investigations concerning the Shares and it has not relied on any representation, warranty or other advice from the Assignee, the Receiver or any of representative thereof with respect to acquisition of the Shares. The Assignee further

acknowledges and agrees that it is acquiring the Shares on an "as is, where is" basis and with no records against the Assignee of any type in respect of the Shares or the transaction occurring hereunder and the Assignee hereby releases each of the Assignee and the Receiver from any claims with respect to the Shares and their assignment to the Assignee

3. **Further Assurances.** Each Party will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonable require to effectively carry out or better evidence or perfect the full intent and meaning of this Assignment Agreement and the transfer of the Shares from the Assignor to the Assignee.

4. **Successors and Assigns.** The provisions of this Assignment Agreement shall be binding upon, and ensure to the benefit of the Parties and their respective subsidiaries, affiliates, successors and permitted assigns.

5. **Court Approval.** This Assignment Agreement shall be condition upon, and shall not be binding or effective on any of the Parties, until this Assignment Agreement and the transactions contemplate hereunder are approved by the Court of Queen's Bench of Alberta.

6. **Governing Law.** This Assignment Agreement shall be construed in accordance with, and governed by, the laws of the Province of Alberta and the laws of Canada applicable therein, which for all purposes shall be the law of this Assignment Agreement.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, which may include counterparts executed and delivered by electronic transmission, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first written above.

1252064 Alberta Ltd., by EY Inc., solely in its capacity as court-appointed receiver and manager of 1252064 Alberta Ltd. and not in its personal or corporate capacity

Per: ______________________________

Legacy Communities Inc.

Per: ______________________________

Panama Holdings (1252064) Ltd.

Per: ______________________________

SCHEDULE "A"

Panama Co. Assignment Agreement

THIS ASSIGNMENT AGREEMENT dated August 29, 2016.

BETWEEN:

1252064 ALBERTA LTD., by Ernst & Young Inc., in its capacity as court-appointed receiver and manager of 1252064 Alberta Ltd. and not in its personal or corporate capacity

(the "**Assignor**")

AND:

PANAMA HOLDINGS (1252064) LTD.

(the "**Assignee**")

WHEREAS:

A. Pursuant to a joint venture agreement made between Punta Gorda Holding Corp. ("**Punta Gorda**"), a Panamanian corporation, and the Assignor, entered into the 12th day of July, 2007, (the "**Contract**"), the Assignor agreed to make a capital contribution of $7,000,000 (the "**Capital Contribution**") in Sask. Harvest Ventures Ltd. (the "**JV Corporation**") and Punta Gotrda agreed to contribute 50 (fifty) hectares of land situated on Isla del Rey, Panama (the "**Panama Lands**") to the JV Corporation (the "**Joint Venture**");

B. The Contract was not completed and a dispute has arises as between the Assignor and Punta Gorda in relation to the Contract, the JV Corporation, the Capital Contribution, the Panama Lands and the Joint Venture.

C. The Assignor has agreed to assign to the Assignee any and all claims the Assignor has or may have in respect of the Joint Venture pursuant to and in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of $1.00 now paid by the Assignee to the Assignor (the receipt and sufficiency of which is acknowledged by the Assignor) the parties hereto covenant and agree as follows:

1. Assignment of Claim/Cause of Action.

The Assignor hereby absolutely and unconditionally forever assigns, transfers and sets over unto the Assignee all of the Assignor's right, title, estate and interest, both at law and in equity, in and to (i) any claim that the Assignor has or may have against any individual, corporation, government body or agency or other legal person (each, a "**Person**") in respect of Punta Gorda, the Contract, the JV Corporation, the Capital Contribution, the Panama Lands, the Joint Venture or anything arising out of, relating to or in connection with any of the foregoing (the "**Cause of Action**"), and (ii) the right to bring any court action (the "**Action**") against any Person in respect of the Cause of Action in any domestic or foreign court of law or equity, including all damages, awards, rights, entitlements and benefits arising therefrom and the Assignee hereby accepts the assignment in accordance with the terms of this Agreement.

2. Authorization.

The Assignee shall, without notice to or the prior approval of the Assignor, have the right at any time to exercise or to take such rights or actions as the Assignee may at any time or from time to time determine to be necessary in respect of the Cause of Action or any Action.

3. Payments Received by Assignor.

The Assignor shall immediately pay and set over to the Assignee all amounts hereafter received by the Assignor with respect to the Cause of Action or any Action and, pending such payment, the Assignor shall hold all such amounts in trust for the Assignee.

4. Co-operation.

Without limiting the generality of sections 2 and 5, the Assignor shall fully cooperate with the Assignee and its legal counsel in respect of the prosecution of the Cause of Action and any Action.

5. Further Assurances.

Each of the parties shall promptly execute and deliver, at the request of the other, all such further documents and instrument, and shall promptly do all such acts and things that are necessary to give full effect to the intent and meaning of this Agreement. In particular the Assignor shall, promptly at the respect of the Assignee, provide notice to any Person, in such form as is reasonably required by the Assignee, of the assignment of the Cause of Action and the Action to the Assignee.

6. Enurement.

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

7. Court Approval

The rights and obligations of each of the Assignor and the Assignee are conditional upon the approval of this Agreement by the Court of Queen's Bench of Alberta pursuant to an order approved by each of the Assignor and the Assignee, acting reasonably.

IN WITNESS WHEREOF the parties have executed this Agreement.

1252064 ALBERTA LTD., by Ernst & Young Inc., in its capacity as court-appointed receiver and manager of 1252064 Alberta Ltd. and not in its personal or corporate capacity

Per: ______________________
Neil Narfason, C.A., C.I.R.P., C.B.V.

PANAMA HOLDINGS (1252064) LTD.

Per: ______________________
Neil Narfason, C.A., C.I.R.P., C.B.V.