NOTICE AND STATEMENT OF RECEIVER
(Subsections 245(1) and 246(1) of the Bankruptcy & Insolvency Act)

In the Matter of the Court Appointed Receivership of
Growing Power Management Ltd. and
Growing Power Hairy Hill Limited Partnership

The Receiver gives notice and declares that:

1. On November 20, 2015, Ernst & Young Inc. became the Receiver (the "**Receiver**") in respect of the property of Growing Power Management Ltd. ("**GPML**") and Growing Power Hairy Hill Limited Partnership ("**GPHHLP**") (or collectively referred to as the "Company's") that is described below by virtue of an Order of the Court of Queen's Bench of Alberta (the "Order" enclosed as Schedule "1"):

In the Matter of the Receivership of
Growing Power Management Ltd. ("GPML") and
Growing Power Hairy Hill Limited Partnership ("GPHHLP")
Summary of Assets (Note A)
As at September 20, 2015

	NOTES	NBV ($)
Cash	A, D	202,965
Short term investments	A, D	23,272
Accounts Receivable	A, C, D	203,589
Property, Plant and Equipment	B, D, E	5,482,153
TOTAL Assets		5,911,979

Notes:

A. *Net Book Values obtained from the GPHHLP's unaudited September 20, 2015 internal financial records unless otherwise specified.*
B. *Net Book Values obtained from GPHHLP's audited year-end financial statements dated December 31, 2014.*
C. *Net accounts receivable balance as at September 20, 2015 per GPHHLP's records. The collectability of the accounts has not yet been ascertained.*
D. *Net Book Values may not be indicative of actual realization values.*
E. *GPHHLP's audited year end statements dated December 31, 2-14 reflect an accumulated impairment charge of $27,033,623 against the plant and equipment.*

2. EY became a Receiver of the Property described above on November 20, 2015.

The following information relates to the receivership:

a) Principal address of the insolvent person:
PO Box 130
Vegreville, AB T9C 1R1

b) Principal line of business:
Ethanol Plant and Bio Refinery Plant

c) Location of the business:

Hairy Hill, AB

d) Amounts owed by the Company, to each creditor who holds a security on the property described above:

See Attached Schedule "2"

e) The list of other creditors of the insolvent person and the amount owed to each creditor and the total amount due by the insolvent person is as follows:

See Attached Schedule "3"

f) The Receiver is in the process of determining an appropriate marketing plan for the Company's assets.

g) The Receiver contact is:

Ernst & Young Inc.
10020 100th Street, Suite 2200
Edmonton, AB T5J 0N3

Attention:	Trina Sorbara	or	Dan Woo
Telephone:	(780) 412-2393		(780) 441-4696
Facsimile:	(780) 428-8977		(780) 428-8977
Email:	trina.sorbara@ca.ey.com		dan.woo@ca.ey.com
Website:	www.ey.com/ca/		

This Notice is provided for information purposes only. The Receiver has not yet implemented a process to deal with creditors' claims and, as such, no further action is required by creditors at this time. Further information with respect to the receivership proceedings will be posted to the Receiver's website as it becomes available at http://documentcentre.eycan.com/default.aspx.

Dated at Edmonton, Alberta this 1st day of December, 2015.

ERNST & YOUNG INC.
Court-Appointed Receiver for
Growing Power Management Ltd. and
Growing Power Hairy Hill Limited Partnership
And not in its personal or corporate capacity

Dan Woo, CPA, CMA, CIRP
Trustee in Bankruptcy
Vice-President

For:

Mat McCulloch, CPA, CA, CIRP
Trustee in Bankruptcy
Senior Vice-President

Schedule 1

COURT FILE NUMBER	1503 16411	Clerk's Stamp JUDICIAL CENTRE OF EDMONTON FILED NOV 20 2015 Clerk of the Court of Queen's Bench
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	FARM CREDIT CANADA	
DEFENDANTS	GROWING POWER MANAGEMENT LTD. and GROWING POWER HAIRY HILL LIMITED PARTNERSHIP	
DOCUMENT:	**RECEIVERSHIP ORDER**	

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Sharek Logan & van Leenen LLP Barristers and Solicitors 701, 10060 Jasper Avenue, Edmonton, AB T5J 3R8 Phone:780.413.3100 Fax: 780-413-3152, Email: ilogan@sharekco.com Lawyer: Ian D. Logan File 12965/IDL

DATE ON WHICH ORDER WAS PRONOUNCED: November 20, 2015

NAME OF JUDGE WHO MADE THIS ORDER: Madam Justice J.B. Veit

LOCATION OF HEARING: EDMONTON

UPON the application of Farm Credit Canada ("FCC") in respect of the Defendants ("the Debtor"); **AND UPON** having read the Application, the Affidavits of Rod Pfeifer and Charles C. Orlick, filed; **AND UPON** reference to the Affidavit of Service, filed; **AND UPON** reading the consent of Ernst & Young Inc. to act as receiver and manager ("Receiver") of the Debtor, filed; **AND UPON** noting the consent endorsed hereon of the Defendants; **AND UPON** hearing counsel for Farm Credit Canada, and counsel for Agriculture Financial Services Corporation ("AFSC");

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

for Clerk of the Court

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("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, Ernst & Young 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 other 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 (but with the approval of FCC and AFSC) in respect of any transaction not exceeding $150,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; 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 shall not be required.

(m) to apply for any vesting order or other 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;

(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;

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 (as defined below), including the Debtor, and without interference from any other Person.

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 dependant 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 5 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, other than actions against guarantors of Debtors' liabilities, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings, other than this Action, 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 8; 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 OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension

does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall 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, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, 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 or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. 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.

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

16. 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

17. 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 and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred 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, 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.

18. The Receiver and its legal counsel shall pass their accounts from time to time.

19. 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

20. Subject to paragraph 24. below, 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 $250,000.00 (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, liens, charges and encumbrances, statutory or otherwise, in favour of any 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.

21. 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.

22. 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.

23. 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.

24. The Receiver shall not, however, exercise such borrowing powers in any instance without the prior express written consent of both FCC and AFSC to the amount and specific terms, or upon further Court Order approving same granted upon notice to FCC and AFSC. In lieu of borrowing with reference to paragraph 20. above, and with reference to and based on the Pari Passu Agreement between FCC and AFSC, those parties may elect to fund the exercise of the powers and duties of the Receiver, including interim expenditures, and all funds so paid or advanced by either or both of FCC and AFSC shall be evidenced by Receiver's Certificates and secured on exactly the same priority basis as provided for the Receiver's Borrowing Charge.

ALLOCATION

25. 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.

26. The Receiver and its legal counsel throughout shall use reasonable efforts to record and allocate their time and corresponding fees and disbursements to components of the preservation, collection and recovery of the Property with reference to the identity of the secured creditor(s) having first (or pari passu) priority over such Property and who will therefore be the first recipient(s) of benefit of relevant costs relating to such Property, such that the Receiver's reasonable fees and disbursements, and those of its counsel, can be reasonably allocated to the applicable Property and paid in priority against such Property. In all other cases, where the Receiver's services relate to the general operations of the receivership, including all requisite reporting to the Superintendent and other administration services, the Receiver's reasonable fees and disbursements, and those of its counsel, shall be allocated pro rata to all 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.

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 the United States 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 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 motion, 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 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 documentcentre.eycan.com and shall post there as soon as practicable:

(a) all materials prescribed by statue 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.

"J. B. Veit"

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO:

a) Date: November 12 ______, 2015

GROWING POWER MANAGEMENT LTD., in its own capacity and in its capacity as general partner of GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Per: ______________________
Name: Milt Miller

Per: ______________________(Seal)
Name: P. Bernard (Bern) Kotelko

Per: ______________________
Name: Michaeal J. Kotelko

All of its directors, duly so authorized

b) Date: ______________________, 2015

Agriculture Financial Services Corporation

MILES DAVISON LLP

Per: ______________________
Susan L. Robinson Burns, Q.C., Solicitor for AFSC

CONSENTED TO:

a) Date: Nov. 12, 2015

GROWING POWER MANAGEMENT LTD., in its own capacity and in its capacity as general partner of GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Per: ____________________
Name: MICHAEL J. KOTELKO

Per: ____________________(Seal)
Name:

Per: ____________________
Name:

All of its directors, duly so authorized

b) Date: November 20th, 2015

Agriculture Financial Services Corporation

MILES DAVISON LLP

Per: ____________________
Susan L. Robinson Burns, Q.C., Solicitor for AFSC

CONSENTED TO:

Date: ______________________, 2015

GROWING POWER MANAGEMENT LTD., in its own capacity and in its capacity as general partner of GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Per: ______________________
Name: BERN KOTELKO

Per: ______________________ (Seal)
Name:

Per: ______________________
Name:

All of its directors, duly so authorized

5) Date: ______________________, 2015

Agriculture Financial Services Corporation

MILES DAVISON LLP

Per: ______________________
Susan L. Robinson Burns, Q.C., Solicitor for AFSC

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ____________________

AMOUNT $____________________

1. THIS IS TO CERTIFY that Ernst & Young Inc., receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Growing Power Management Ltd. and Growing Power Hairy Hill Limited Partnership appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the _____ day of __________________, 2015 (the "Order") made in action number 1503 16411, 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 $______________ which 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 Bank 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, 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 _______________, 2015.

ERNST & YOUNG INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ________________________________
Name:
Title:

Schedule 2

Creditor Name	Account Number	Description	Unsecured	Secured	Preferred
Canada Revenue Agency - Source Deductions				$8,832.02	
Agricultural Financial Services Corporation				$49,853.22	
Agricultural Financial Services Corporation		VAAP loan 1		$1,904,974.00	
Providence Grain Group Inc.				$2,105,999.32	
Agricultural Financial Services Corporation		VAAP loan 2		$2,833,234.00	
Agricultural Financial Services Corporation		PIF Loan		$8,000,000.00	
Farm Credit Canada				$15,000,000.00	

Schedule 3

Creditor Name	Account Number	Description	Unsecured	Secured	Preferred
A.Amyotte & Son Welding Ltd.			$1,889.04		
Agriculture and Agri Food Canada		re-payable ecoABC contribution agre	$7,506,592.00		
Alberta Boilers Safety Association			$937.00		
Alberta Elevating Devises			$396.15		
Alberta Energy		BCMDP grant	$3,570,042.00		
Alberta Tax and Revenue Administration			$1.00		
Alberta Treasury Branches			$1.00		
ALS Canada Ltd.			$550.20		
Alta-Wide Builders Supplies			$200.12		
Atlas Copco Compressors Canada			$1,723.69		
BMO			$1.00		
Canada Revenue Agency - Excise Duty			$1.00		
ClearTech Industries Inc.			$137,606.08		
County of Two Hills			$183,385.39		
Eastline Transfer Ltd.			$48.03		
Enmax Plastics & Custom Molding			$802.20		
Fargo Insulation Services Ltd.			$40,471.46		
Gas Drive			$24,544.89		
GE Water & Process Technologies			$15,486.53		
Green Hills Building Supplies			$1,408.52		
Highland Feeders Limited			$88,259.94		
ICM, Inc.			$1.00		
John Brooks Company Limited			$3,870.94		
Lallemand Biofuels & Distilled Spirits			$23,570.00		
Linde Canada Limited, C3199			$8.96		
Loomix Express			$43.10		
Novozymes North America Inc.			$50,156.98		
Ogilvie LLP			$224.47		
Pace Technologies Inc.			$1,673.70		
Peak Engine and Compressor Service Ltd.			$930.30		
Platts Credit & Collections N-1			$8,342.25		
Prairie Crop Management			$3,592.07		
ProQuip Inc.			$2,163.32		
Quest Disposal & Recycling Inc.			$162.75		
Rexel Canada Electrical Inc.			$1,711.07		
RJV Gas Field Services			$17,702.50		
Scamp Transport Ltd.			$52,498.70		
SGS Canada Inc.			$292.64		
Sulzer Pumps (Canada)			$7,518.00		
Tacten Industrial Services			$40,298.35		
Tranter Heat Exchange Canada			$16,639.39		
U.S. Water Services			$9,931.15		
Vantage Building Supplies			$7.22		
VM Systems			$937.00		
W.Pidhirney Welding Ltd.			$51,180.00		
Westburne West			$1,644.63		
Western Economic Diversification Canada		Community Adjustment Fund Loan	$2,950,296.00		
Workers Compensation Board Alberta			$23.30		
Xerox Canada Ltd.			$829.38		