COURT/ESTATE NUMBER:	1503 16411
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:	**RECEIVER'S THIRD REPORT**
ADDRESS FOR SERVICES AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**RECEIVER** Ernst & Young Inc. Suite 1400, EPCOR Tower 10423 101 Street Edmonton, AB T5H 0E7 Attention: Matt McCulloch Tel: (780) 638-6642 Fax: (780) 423-5811 Email: matt.mcculloch@ca.ey.com **RECEIVER'S COUNSEL** Brownlee LLP 2200 Commerce Place 10155 – 102 Street Edmonton, AB T5J 4G8 Attention: Dan R. Peskett Tel: (780) 497-4875 Fax: (780) 424-3254 Email: dpeskett@brownleelaw.com

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INTRODUCTION

1. On November 20, 2015, pursuant to an application made by Farm Credit Canada (**"FCC"**), Ernst & Young Inc. (**"EY"** or the **"Receiver"**) was appointed as Receiver by virtue of an order (the **"Receivership Order"**) granted by the Court of Queen's Bench of Alberta (the **"Court"**) for Growing Power Management Ltd. ("**GPML**") and Growing Power Hairy Hill Limited Partnership ("**GPHHLP**") or collectively referred to as the "**Companies**".

2. The purpose of this third report ("this Report") is to advise the Court of the following matters:

   a. Dealings with a neighboring landowner, Highland Feeders Limited ("Highland Feeders"), and reviewing and obtaining information about various agreements between Highland Feeders and GPHHLP;
   b. A proposed marketing process in the form of a Request for Proposals;
   c. Information that has come to the attention of the Receiver in regards to licensing issues involving the Companies and potential confidentiality concerns;
   d. The Receiver's plans to deal with confidentiality issues of information of third parties in the sales and marketing process of the assets of the Companies;
   e. Non-essential vehicles and equipment the Receiver has sold at action;
   f. Status of the Receiver's borrowings and the need for further borrowing authority.
   g. Status of lease negotiations for tenancy in the BECII building;
   h. Status of Water License application; and
   i. Providence Grain Group Inc. claim of ownership over a Dryer located on GPHHLP lands;

and to seek an order from the Court that provides:

a. Approval of the Receiver's planned marketing process;

b. Direction on how to deal with licensing issues including those of the Highmark entities including:

   i) Directing that the Highland Entities have no technology or license rights;

   ii) A declaration that no technology or license rights exist between the Companies and Parties to the Omnibus Agreement, or;

   iii) Alternatively, an Order directing parties making such claims to provide notice to the Receiver within two (2) weeks with supporting documents and particulars;

c. Approval of the Receiver's plans to deal with the confidentiality issues of third party information in the sales and marketing process of the assets of the Companies;

d. Approval of the sale of certain pieces of equipment;

e. Approval of an increase to the Receiver's borrowing authority; and

f. Such further and other relief as the Court deems appropriate.

DEALINGS WITH NEIGHBORING LAND OWNER HIGHLAND FEEDERS

3. The Receiver and its counsel have had various communications including meeting with representatives of Highland Feeders and their legal counsel at Ogilvie LLP.

4. Prior to the Receivership, GPHHLP and Highland Feeders appear to have entered into various agreements with each other in order to integrate the GPHHLP bio refinery with the adjacent Feedlot lands owned by Highland Feeders. There were numerous agreements entered into between the parties and many of these

agreements appear to be part of, at one time, an amended escrow agreement whereby the Receiver understands Ogilvie LLP was the escrow agent.

5. Some of these agreements created easement or right-of-way agreements for GPHHLP and the Receiver has registered caveats against the applicable lands in relation to potential rights pursuant to those easements or right-of-way agreements.

6. Given the number of agreements and their complexity, it is not clear to the Receiver, at this point, as to the benefit or burden of these various agreements on the assets of GPHHLP. Furthermore, the Receiver has received some inconsistent information in relation to the operating effect of these agreements.

7. The Receiver has advised legal counsel for Highland Feeders that the Receiver wants to proceed in a practical and cost effective manner. If possible, the Receiver wants to avoid comprehensive legal disputes or opinions that may not be required. The Receiver has reserved its rights and positions, and at this point has not come to a final position or understanding, as to the current status of the various agreements involving Highland Feeders and GPHHLP which involved an escrow arrangement. The Receiver is optimistic that the marketing process, and potential third party interest, will direct the Receiver as to whether the third parties have an interest in the agreements with Highland Feeders, in part or in whole, or what kind of alternative arrangements with Highland Feeders, or otherwise, a potential purchaser of the GPHHLP assets may have.

8. Michael Kotelko is a director and shareholder in both GPML and Highland Feeders. Attached collectively as **Exhibit "A"** to this Report are corporate searches of GPML and Highland Feeders.

PROPOSED MARKETING PROCESS

9. The Receiver is of the opinion that given the circumstances and the nature of the assets, a flexible marketing process is required. Rather than having interested parties submit a binding tender, the Receiver recommends proceeding by way of a Request for Proposal process in an effort to generate the most interest from the most parties, but also to allow flexibility for negotiations and discussions between the Receiver and any interested purchasers. Such discussions may end up involving other parties such as the neighboring land owner Highland Feeders and other stakeholders, including applicable license holders.

10. The extent to which potential purchasers will be interested in arrangements with Highland Feeders or the GPHHLP agreements with Highland Feeders is presently unknown; however, Highland Feeders has expressed its interest in working with any prospective purchasers to discuss the potential use of the Companies' facilities and the involvement of Highland Feeders, if any.

11. The Receiver's goal is to facilitate, through a Request for Proposal process, a negotiated agreement with terms that will ultimately be acceptable to the Receiver subject to Court approval. The Request for Proposal process allows the Receiver more flexibility to negotiate with potential purchasers and to try to determine what arrangements or conditions can lead to the best asset recovery for the stakeholders given the unique aspects of the assets.

12. This marketing process has been delayed in part because of concerns as to how to address potential license arrangements and related confidentiality issues. As such, the Receiver has already sent out an advertising circular to generate interest in the assets and to let potential purchasers know that a more formal marketing package would be established and released by the Receiver in all likelihood before the end

of April of this year. Response to the Receiver about the Companies' assets, and in response to the advertising circular has been strong.

LICENSE WITH ICM

13. The Receiver is aware of a license agreement entered into between GPHHLP and ICM Inc. ("ICM"), which license agreement had an effective date of October 20, 2011 (the ICM License Agreement"). ICM is a U. S. corporation with an Alberta registration. Attached as **Exhibit "B"** to this Report is a copy of the ICM License Agreement.

14. A review of the ICM License Agreement indicates there are provisions dealing with proprietary information of ICM which GPHHLP is able to utilize at the current location. Provisions in the ICM Licence Agreement appear to provide:
    a. ICM granted to GPHHLP a license to use what is termed "Proprietary Property". Proprietary Property includes information and materials received from ICM including the design, arrangement, configuration and specifications of the ethanol plant.
    b. GPHHLP cannot use the Proprietary Property for any purpose other than for ownership, operation, maintenance, repair, expansion and enlargement of the ethanol plant without the prior written consent of ICM. Further, GPHHLP can only expand or enlarge the ethanol plant if ICM is involved in the design, construction and engineering of such work.
    c. Any and all modifications to the Proprietary Property by GPHHLP shall become the property of ICM.
    d. GPHHLP may not assign the license in whole or in part without the prior written consent of ICM.

e. The Proprietary Property is confidential and GPHHLP shall keep the Proprietary Property confidential and shall use all reasonable efforts to maintain the Proprietary Property as secret and confidential and shall make reasonable efforts to safeguard such property from disclosure.

f. GPHHLP agrees to indemnify ICM for any and all damages from any unauthorized disclosure of the Proprietary Property.

g. The duties and obligations of GPHHLP under the ICM License Agreement shall survive and remain in full force and effect notwithstanding any suspension, termination or expiration of the ICM License Agreement.

15. The Receiver also reviewed an agreement entitled "Acknowledgment and Agreement Re: License dated December 14, 2011 (the "FCC Acknowledgment Agreement"). This is an agreement between ICM, Farm Credit Canada ("FCC") and GPHHLP by its general partner GPML. Attached as **Exhibit "C"** is a copy of the Acknowledgement Agreement.

16. A review of the FCC Acknowledgment Agreement reveals that the ICM license was assigned by the Companies to FCC and that ICM consented to such an assignment. Further, FCC is entitled to take the benefit of and exercise all of GPHHLP's rights under the ICM License Agreement. Further, FCC can assign the ICM License Agreement to a third party with the consent of ICM.

17. The Receiver has been in contact with ICM about the issues related to the ICM License Agreement and the Receiver's intentions to market the assets of the Companies. ICM has indicated that they are willing to agree allow the assets, including the Proprietary Property, to be marketed by the Receiver and that ICM will agree to assign the ICM License Agreement to any purchaser that concludes a purchase of the assets of the Companies as long as the purchaser agrees to assume and abide by the ICM License going forward.

18. The definition of Proprietary Property in the ICM license is very broad and the ICM license agreement contains confidentiality provisions which caused the Receiver concern with respect to what asset information may be shown to any potential purchasers. This matter was referred to legal counsel for the Receiver to review and comment.

19. In dealings between the Receiver, including legal counsel for the Receiver, and with an ICM representative, ICM has agreed that the Receiver can proceed with the marketing process, which will show information to potential purchasers but in doing so, subject to court approval, the Receiver has agreed to proceed with a form of non-disclosure/ confidentiality agreement to try and protect the proprietary interests while still being able to try and market the assets. Furthermore, ICM has requested that the non-disclosure/confidentiality agreement include third part beneficiary language whereby third parties with proprietary interests can, in addition to the Receiver, enforce breaches of the non-disclosure/confidentiality agreement.

20. Attached as **Exhibit "D"**, is a proposed draft of the non-disclosure/confidentiality agreement, which includes third party beneficiary language for addressing any potential breaches.

LICENSE ISSUES WITH HIGHMARK

21. The Receiver has become aware of technology and licensing issues involving Highmark Renewables Corp. which appears to be in relation to the biogas production facility of the Companies. Highmark Renewables Corp. was formally known as Highmark Renewable Research Corp.

22. On or about December 31, 2009 Highmark Renewable Research Corp., as exclusive agent and in trust for Highmark Renewables Research Limited Partnership (collectively the "Highmark entities") entered into a license agreement with the Companies in respect of biogas technology and biogas intellectual property made, conceived, created, developed or acquired by the Highmark entities (the "Highmark License"). Attached as **Exhibit "E"** to this Report is a copy of the Highmark License.

23. A review of the Highmark License appears to indicate that:

    a. Biogas Intellectual Property and Biogas Technology are broadly and vaguely defined in the attached Highmark License which technology also purportedly includes various U.S. and Canadian patents;

    b. The Companies are only permitted to use the Biogas Technology and the Biogas Intellectual Property in accordance with the taking of raw manure, feedlot bi-products and other waste produced by or near the Companies operations and transporting such products to the GPHH Imus Facility, and that the waste products are to be processed in a specific manner referred to as anaerobic digestion.

    c. The Companies may utilize the Biogas Technology and Intellectual Property only at the Companies existing plant and may not re-produce this technology at any other facility or location.

    d. The Companies would pay licensing fees, royalties, maintenance fees and other payments to the Highmark entities under the Highmark License which would include a license fee of $750,000 per annum in US dollars plus other monies which would include increased royalties associated with any expansion of the Company's plant.

    e. Any improvements made or developed pursuant to the Highmark License are also exclusively owned by the Highmark entities. Further, the

Highmark License further stipulates that the Highmark entities would be the sole and exclusive owner of any and all new intellectual property that may be developed.

f. The Companies agreed to maintain any information obtained from the Highmark Entities through the Highmark License as confidential which includes, without limitation, the Biogas Technology and Biogas Intellectual Property and any other business, technical, or financial information. The Companies agree to take all reasonable steps to ensure that the confidential information is not disclosed or made available to other parties in violation of the terms of the Highmark License.

24. On or about November 10, 2011, Highmark Corp. and FCC entered into an Agreement to Modify License Agreement (the "Agreement to Modify License"). Attached as **Exhibit "F"** is a copy of the Agreement to Modify License.

25. The Agreement to Modify License provides that in the event of a default by the Companies that FCC would continue to have the right and uninterrupted use of the technology in place with the Companies and the continued operation of the biogas plant in accordance with the Highmark License. Further, so long as FCC was still owed monies by the Companies under its $15,000,000.00 loan, all financial and reporting obligations of the Companies under the Highmark License were suspended and postponed. This included that the $750,000.00 annual fee would be suspended and postponed until FCC consented in writing to the payment being made by the Companies or until the obligations to FCC were paid in full by the Companies. Further, the Highmark entities could not cancel, terminate or alter the Highmark License without the prior written consent of FCC.

26. The Agreement to Modify License also provides that in the event that FCC was to sell the biogas plant as a result of a default by the Companies on the FCC loan that

the Highmark License could be assigned to any third party acquiring the plant on the same conditions and terms contained in the Highmark License. Further, the Highmark entities would not hold any such purchaser to any obligation to pay any financial obligations of the Companies that may have been suspended or postponed under the terms of the Agreement to Modify License.

27. The Highmark entities entered into agreements affecting the Highmark license with Agriculture Financial Services Corporation ("AFSC") as well. These agreements are collectively attached as **Exhibit "G"** to this report, and were entered into in July and November, 2011, respectively.

28. In essence, the Highmark entities agreed that notwithstanding the Highmark license, the obligation to pay any financial obligations to Highmark by GPHHLP, under the License, was suspended and postponed until AFSC shall consent in writing to the payment or until the indebtedness owed to AFSC by GPHHLP is paid in full. Furthermore, AFSC has the right to exploit the technology with all financial and reporting obligations under the License being suspended and postponed. In the event AFSC sells the plant as a result of a default by GPHHLP, the Highmark entities agreed to assign to any third party acquiring the plant, the License and Highmark entities will not hold any third party purchaser to any obligation to pay any financial obligations that may have been suspended or postponed under the terms of the agreement with AFSC prior in time to the date of the transfer of the License to any third party.

29. The Receiver has been advised by legal counsel that Highmark Renewables Corp, the successor name to Highland Renewable Research Corp., is no longer an active corporate entity as it was struck from the corporate registry in 2015. Attached as **Exhibit "H"** to this Report is a copy of a corporate search for Highmark Renewables Corp. dated April 25, 2016.

30. The Receiver has also been advised by legal counsel that Highmark Renewables Research Limited Partnership is no longer in existence as it is a dissolved partnership. Attached as **Exhibit "I"** is a copy of a partnership search done on Highmark Renewables Research Limited Partnership dated April 22, 2016.

31. Based on the foregoing, the Receiver's legal counsel is of the opinion that the Highmark entities no longer legally exist.

32. As set out in the Receiver's Second Report, the Receiver is aware of an Omnibus Agreement dated December 15, 2014 (the "Omnibus Agreement"). Information communicated to the Receiver was that one of the primary purposes of the Omnibus Agreement was to sever financial and business relationships between the Kotelko brothers and the Chrapko brothers. Attached as **Exhibit "J"** to this Report is a copy of the Omnibus Agreement.

33. The Omnibus Agreement provides, among other things, that:
    a. Biogas and Algae (Barbados) Holdings Inc. ("BABI") and GPHHLP would enter into a cooperation agreement to allow for unrestricted site access and a contractual right to access financing and operating data for a period of 21 years.
    b. BABI was to cause Himark Biogas Inc. to modify its license agreement with the GPHHLP to bring the license fee to $0.00 for the same time period (presumably 21 years from the year 2009).
    c. GPHHLP would auto-assign, for no further consideration, to Himark (which Himark entity is not described but is presumably Himark Biogas Inc.) all of its rights, title and interest to any and all inventions, know how, trade secrets and business methods, whether or not they are patentable and whether or not they are reduced to practice.

d. Himark will allow GPHHLP to use inventions that either party conceives without any further license fees being required to be paid to Himark.

e. Nothing in the Omnibus Agreement allows GPHHLP to use any technology in an expanded plant or in other new plants or new plant sites and nor does anything in the Omnibus Agreement allow GPHHLP to compete with BABI / Himark/ AGHT (Algae Grow and Harvest Technologies Inc.) in any manner, directly or indirectly, without entering into further mutual written agreements.

34. The Receiver notes upon review of the Omnibus Agreement that the Highmark entities are not parties to the Omnibus Agreement.

35. Biogas and Algae (Barbados) Holdings Inc., which is purportedly a party to the Omnibus Agreement is not a registered corporation in Alberta or in Canada. Attached as **Exhibit "K"** to this Report is a Corporations Canada search for Biogas and Algae (Barbados) Holdings Inc. showing no results. Attached as **Exhibit "L"** to this Report is a Alberta Corporation and Trade Name search for Biogas and Algae (Barbados) Holdings Inc. showing no results.

36. Himark Biogas Inc., which is purportedly a party to the Omnibus Agreement, is a federal incorporated company which appears to be in the beginning stages of being struck at the corporate registry. Attached as **Exhibit "M"** to this Report is a Alberta corporate search of Himark Biogas Inc. dated April 22, 2016.

37. The Omnibus Agreement in paragraph 1 further provides:

> *"This is an agreement in principle, entered into on December 15, 2014 ("Agreement Date"), which shall be recorded in formal documents and approved by Growing Power Hairy Hill L.P. ("GPHH LP.") except where GPHH L.P.'s approval is not a condition precedent to any of these terms that do not require said approval. If GPHH does not approve of a term*

herein, that term will be excised without affecting the enforceability of the remaining terms.

All parties to this agreement agree that its provisions take effect on December 31, 2014 ("Effective Date").

For each and every transaction herein, unless otherwise stated, consideration is hereby acknowledged as having been paid and duly received in the amount of one Canadian dollar (CAD 1.00) by and between the parties making an exchange or taking action (s) with one another".

38. The Receiver has significant concerns over how to deal with the Biogas Technology and the Biogas Intellectual Property given the terms of the Highmark License and further that the Highmark entities are struck or dissolved. These concerns include protecting any potential confidentiality, understanding what is the technology or confidential information potentially covered by the Highmark License (some information provided to the Receiver is that such information has questionable merits and is in the public domain in any event), understanding the enforceability and application of the Omnibus Agreement, in part or in whole, understanding the different parties to the Omnibus Agreement and how some may relate to the Highmark License, and how to address License issues with struck or dissolved entities. Furthermore, the Receiver in any sale will need to address what affect, if any, the Highmark License has on the marketing of the Companies assets. The Receiver is aware of no formal document being entered into as contemplated by the Omnibus Agreement.

39. Given the Highmark entities are struck or dissolved, there effectively is no party that the Receiver can deal with like it is presently dealing with a representative of ICM in relation to claimed proprietary interest. In the interest of all stake holders,

and for attempted certainty moving forward, the Receiver seeks declaratory relief that the Companies are not bound by the Highmark License or, alternatively, any party claiming an interest in the Highmark License must notify the Receiver in writing of such an interest with particulars and supporting documents within two (2) weeks of the date of the Order of the Court, or such parties served with the Order of the Court are forever barred from advancing any interests, rights or claims in relation to the Highmark License.

CONFIDENTIALITY IN THE MARKETING PROCESS

40. The Receiver does not want to delay the marketing process while steps may be occurring in addressing any rights under the Highmark License. The Receiver is of the view that steps taken to protect the confidential information that may be reviewed by potential interested purchasers is addressed by the non-disclosure/confidentiality agreement. The Receiver will seek a declaration that the steps it is taking in relation to the attached Non-Disclosure/Confidentiality Agreement, is satisfactory protection of any confidential interests associated with marketing the company's assets and the that Receiver does not need to seek permission or consent from any person (associated with the Highmark License, or otherwise), before proceeding to market the subject assets and make information available to interested third parties. Attached as **Exhibit "D"** to this Report is the proposed Non-Disclosure / Confidentiality Agreement.

OTHER INTERESTED PARTIES

41. The Receiver understands that FWS Industrial Projects Ltd. ("FWS") was involved in performing work at the Companies' lands in relation to two digesters and as a

subcontractor to ICM in relation to the subsequent construction of the ethanol plant. GPML as Trustee and General Partner for GPHHLP signed a mutual confidentiality agreement with FWS, which suggests potential transfer of confidential information between the parties. The Receiver has made efforts to contact FWS representatives to determine if they claim any proprietary interests in the Companies assets. Information from representatives of GPML and GPHHLP suggest that FWS should have no such claims. Attached as **Exhibit "N"** is a copy of the Mutual Confidentiatlity Agreement between FWS and GPML as Trustee and General Partner for GPHHLP.

42. There is further reference in documents to potential agreements involving one or more of the companies with the Alberta Research Council and a company called AdvanceBio. Information from representatives of GPHHLP indicates the Alberta Research Council transferred any intellectual property interests they had to one of the Highmark entities (although no such agreement has been produced). Further, the Receiver has been informed that issues involving AdvanceBio were never finalized nor used.

SALE OF SOME DEBTOR ASSETS

43. Subsequent to its appointment, the Receiver determined the following items to be non-essential to the ethanol plant or the bio gas facility operations. Accordingly, pursuant to paragraph 3(i) of the receivership order, the Receiver proceeded to contact three local auctioneers to provide auction proposals for two older vehicles, a skid steer that had a severe oil leak and a wheel loader that had damage to the hydraulic steering (the "Non-Essential Equipment").

44. An auction agreement was signed with Dale's Auction Service of Vegreville, Alberta as this auctioneer was an experienced and licensed auctioneer in the community. The auction commission and charge to move the units were fair and reasonable and more importantly, this auctioneer was holding a compatible auction in early April with similar vehicles and equipment being sold. The Receiver sets out below a summary of the Non-Essential Equipment sold at auction and the gross proceeds received therefrom:

Year	Make and Model	VIN / Serial Number	Odometer / Hours	Gross Proceeds ($)
2009	Dodge Caravan	2D8HN44E19R506829	77,000 km	$7,700.00
2007	Ford Ranger	1FTZR45E47PA19578	229,000 km	$1,250.00
	Cat 246C Skid Steer	CAT0246CTJAY01507	5,063 hours	$16,500.00
	John Deere TC62H Wheel Loader	DWTC62H587655	22,500 hours	$20,000.00
TOTAL				$45,450.00

45. At this time, the proceeds from the auction of these items are being held in the auctioneer's trust account until all liens and encumbrances are removed. The Receiver respectfully seeks a vesting order from the Court to allow the passing of clear title to these assets pursuant to its powers set out in paragraph 3(m) of the receivership order.

46. Attached as collectively as **Exhibit "O"** to this Report is a copy of the PPR searches conducted on the Non-Essential Equipment as of April 18, 2016, which indicates that there are no security registrations against the serial numbers of the Non-

Essential Equipment, along with a PPR search of GPML dated April 20, 2016 and a PPR search of GPHHLP dated April 25, 2016.

47. Attached as **Exhibit "P"** to this Report is a copy of the settlement statement from Dale's Auction Service respecting the sale of the Non-Essential Equipment which details the amounts received at auction for each of the items of the Non-Essential Equipment including the commission and service fees paid to Dale's Auction Services.

RECEIVER'S BORROWING

48. Paragraph 20 of the Receivership Order, empowers the Receiver to borrow up to a maximum of $250,000 for the purpose of funding the administration of the Receiver's duties and interim expenditures.

49. As at the date of the Third Report, the Receiver has received $216,099.11 in advances from FCC and AFSC to assist with the funding of the discharge of its duties. Receiver's Certificates were issued for these advances received from FCC and AFSC.

50. FCC and AFSC has approved an increase of $250,000 to the borrowing limit at this time; accordingly, the Receiver respectfully requests that the Courts increase the Receiver's borrowing limit to $500,000 in total borrowings in order to provide the Receiver with sufficient funds to administer the proceedings in the Receivership. Attached as **Exhibit "Q"** are statements of the Receiver showing the current status of account and cash of the Receivership. Likely more borrowings will be required if the Receivership proceeds. Likely, the Receiver will need additional borrowings in the near future and the Receiver had recommended additional borrowing of $500,000.00 to the secured creditors, FCC and AFSC.

LEASE NEGOTIATIONS

51. Subsequent to the last application on February 10, 2016 the Receiver was approached by a party (the "Third Party") who was interested in all of the assets of the Companies. The Third Party was interested in leasing the building located on lands legally described as Plan 1121639, Block 1, Lot 1 (the "BECII Building").

52. Negotiations proceeded for the lease of the BECII Building and draft documents were prepared by counsel for the Receiver and the Third Party. However, as a result of failure to agree upon certain terms and language in the lease agreement, the Receiver terminated negotiations for any lease of the BECII Building when it became clear that there was no deal that could be completed which would be a financial benefit to the estate.

WATER LICENSE

53. In discussions with Highland Feeders and their counsel the Receiver learned that there were outstanding applications for water license renewals with Alberta Environment by Highland Feeders in which the Companies are also involved as water under the licenses would also be used by the Companies.

54. The Receiver has been advised by Highland Feeders that the license renewal applications have been sent to Alberta Environment and that there continues to be ongoing discussions between Highland Feeders and Alberta Environment regarding the application, which include the ongoing water requirements of Highland Feeders and the Companies. The Receiver is continuing to follow up with Highland Feeders counsel to determine the current status of the application. To

date, the Receiver is not aware of the applications for license renewal being approved.

CLAIMS OF PROVIDENCE GRAIN GROUP INC.

55. On the Companies' lands, is a dryer that has not been assembled or attached to the lands or the existing plant on the Companies' lands. Providence Grain Group Inc. ("PGG") has asserted a claim of ownership to that dryer and filed a form of Proof of Property Claim in the receivership proceedings. PGG is also a creditor with security and has loaned monies which remain unpaid by the Companies, to the Receiver's knowledge. After receiving initial information from PGG in relation to its claim, and after completing a review with legal counsel, the Receiver reported the PGG position to other secured lenders of the Companies being AFSC and FCC. The Receiver sought any information those parties had in relation to the dryer and provided them the supporting information received in relation to the PGG claim.

56. FCC consented to PGG's claim of ownership for the dryer. AFSC did not, and has requested that the Receiver take steps to further investigate the position of PGG.

57. The issue appears to be whether the dryer is owned by PGG or the Companies, and whether purchase monies were utilized by PGG in purchasing the dryer as a loan to increase the Companies' debt to PGG.

58. Legal counsel for the Receiver has provided further questions for clarification to PGG. Although the Receiver is taking steps to try and resolve this ownership issue, the issue is still outstanding and may require a Court decision.

RECOMMENDATIONS

59. The Receiver recommends that this Honourable Court grant the following relief:

    a. An Order approving of the Receiver's planned marketing process;

    b. An Order for direction on how to deal with licensing issues including those of the Highmark entities including:

        i. An Order directing that the Highland Entities have no technology or license rights;

        ii. A declaration that no technology or license rights exist between the Companies and Parties to the Omnibus Agreement, or;

        iii. Alternatively, an Order directing parties making such claims to provide notice to the Receiver within two (2) weeks with supporting documents and particulars;

    c. An Order approving of the Receiver's plans to deal with the confidentiality issues of third party information in the sales and marketing process of the assets of the Companies;

    d. An Order approving of the sale of the Non-Essential Equipment and the granting of a vesting order to pass clear title to the successful purchaser from the auction;

    e. An Order approving of an increase to the Receiver's borrowing authority; and

    f. Such further and other relief as the Court deems appropriate.

All of which is respectfully submitted this 26th day of April, 2016.

Ernst & Young Inc.
In its capacity as Court Appointed Receiver of
Growing Power Management Ltd. and
Growing Power Hairy Hill Limited Partnership
and not in its Personal Capacity

Per:

Matt McCulloch, CPA, CA, CIRP, Licensed Insolvency Trustee
Senior Vice-President

Tab A

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2016/04/22
Time of Search: 11:45 AM
Search provided by: BROWNLEE LLP

Service Request Number: 25025648
Customer Reference Number: 85122-0001

Corporate Access Number: 2017200458
Legal Entity Name: GROWING POWER MANAGEMENT LTD.

Legal Entity Status: Start
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2012/12/28 YYYY/MM/DD
Date of Last Status Change: 2016/02/02 YYYY/MM/DD

Registered Office:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Records Address:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Directors:

Last Name: KOTELKO
First Name: MICHAEL
Middle Name: JAMES
Street/Box Number: PO BOX 721

City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R2

Last Name: KOTELKO
First Name: P.
Middle Name: BERNARD
Street/Box Number: PO BOX 57
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R1

Last Name: MILLER
First Name: MILTON
Street/Box Number: COURIER #168-11870 88 AVE
City: FORT SASKATCHEWAN
Province: ALBERTA
Postal Code: T8L 0K1

Voting Shareholders:

Last Name: CHRAPKO
First Name: EVAN
Middle Name: V.
Street: 14-9977 178 ST NW, UNIT #128
City: EDMONTON
Province: ALBERTA
Postal Code: T5T 6J6
Percent Of Voting Shares: 14

Last Name: CHRAPKO
First Name: SHANE
Middle Name: V.
Street: 358-10654 82 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6E 2A7
Percent Of Voting Shares: 14

Last Name: KOTELKO
First Name: MICHAEL
Middle Name: JAMES

Street:	PO BOX 721
City:	VEGREVILLE
Province:	ALBERTA
Postal Code:	T9C 1R8
Percent Of Voting Shares:	36

Last Name:	KOTELKO
First Name:	P.
Middle Name:	BERNARD
Street:	PO BOX 57
City:	VEGREVILLE
Province:	ALBERTA
Postal Code:	T9C 1R1
Percent Of Voting Shares:	36

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	AS PROVIDED IN SCHEDULE "A" ATTACHED HERETO.
Share Transfers Restrictions:	NO SHARES SHALL BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED WITHOUT THE CONSENT OF THE DIRECTORS.
Min Number Of Directors:	1
Max Number Of Directors:	20
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	AS PROVIDED IN SCHEDULE "B" ATTACHED HERETO.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
GROW-GEN ENERGY LIMITED PARTNERSHIP	LP13268917
GROWING POWER HAIRY HILL LIMITED PARTNERSHIP	LP13424171

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
2013086513	GROW-GEN ENERGY MANAGEMENT LTD.
2013086430	GROWING POWER MANAGEMENT LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2013	2014/07/25

Outstanding Returns:

Annual returns are outstanding for the 2015, 2014 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2012/12/28	Amalgamate Alberta Corporation
2014/07/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2015/02/19	Change Director / Shareholder
2016/02/02	Status Changed to Start for Failure to File Annual Returns

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2012/12/28
Other Rules or Provisions	ELECTRONIC	2012/12/28
Amalgamation Agreement	10000607106773201	2012/12/28
Statutory Declaration	10000407106773202	2012/12/28
Letter - Spelling Error	10000607110135331	2014/07/25

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2016/04/25
Time of Search: 12:04 PM
Search provided by: BROWNLEE LLP

Service Request Number: 25033928
Customer Reference Number: 851220001/MTC

Corporate Access Number: 2017302130
Legal Entity Name: HIGHLAND FEEDERS LIMITED

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2013/02/13 YYYY/MM/DD

Registered Office:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Records Address:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Directors:

Last Name: KOTELKO
First Name: MICHAEL
Middle Name: JAMES
Street/Box Number: PO BOX 721
City: VEGREVILLE

Province: ALBERTA
Postal Code: T9C 1R8

Last Name: KOTELKO
First Name: JACKSON
Middle Name: MILES
Street/Box Number: C/O PO BOX 400
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R4

Last Name: KOTELKO
First Name: DENISE
Street/Box Number: PO BOX 721
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R8

Voting Shareholders:

Last Name: KOTELKO
First Name: MICHAEL
Middle Name: JAMES
Street: PO BOX 721
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R8
Percent Of Voting Shares: 74.89

Last Name: M & D AGRIVEST PARTNERS
Street: PO BOX 721
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R8
Percent Of Voting Shares: 25.11

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: AS PROVIDED IN SCHEDULE "A" ATTACHED HERETO.

Share Transfers Restrictions:	NO SHARES SHALL BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED WITHOUT THE CONSENT OF THE DIRECTORS.
Min Number Of Directors:	1
Max Number Of Directors:	20
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	AS PROVIDED IN SCHEDULE "B" ATTACHED HERETO.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
206242455	624245 ALBERTA LTD.
200603413	HIGHLAND FEEDERS LIMITED

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2015	2015/06/05

Outstanding Returns:

Annual returns are outstanding for the 2016 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2013/02/13	Amalgamate Alberta Corporation
2014/11/28	Name/Structure Change Alberta Corporation
2015/06/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2015/11/10	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)

Share Structure	ELECTRONIC	2013/02/13
Other Rules or Provisions	ELECTRONIC	2013/02/13
Amalgamation Agreement	10000507110135402	2013/02/13
Statutory Declaration	10000807110135405	2013/02/13
Share Structure	ELECTRONIC	2014/11/28
Consolidation, Split, Exchange	ELECTRONIC	2014/11/28

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

Tab B

Exhibit C
to
Agreement Between Owner and Design/Builder
On the Basis of a Stipulated Price

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is entered into and made effective as of the 20th day of October, 2011 ("Effective Date") by and between Growing Power Hairy Hill L.P., an Alberta, Canada limited partnership ("OWNER"), and ICM, Inc., a Kansas corporation ("ICM").

WHEREAS, OWNER and ICM have entered into that certain AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER ON THE BASIS OF A STIPULATED PRICE dated even herewith (the "Contract"), under which ICM is to design and construct a 10 million gallons (US) per year ethanol plant for OWNER to be located in or near Vegreville, Alberta, Canada (the "Plant");

WHEREAS, ICM will use proprietary technology and information of ICM in the design and construction of the Plant; and

WHEREAS, OWNER desires from ICM, and ICM desires to grant to OWNER, a license to use such proprietary technology and information in connection with OWNER's ownership and operation of the Plant, all upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties, in consideration of the foregoing premises and the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. Upon Substantial Completion of the Plant by ICM pursuant to the terms of and as defined in the Contract or, if later, payment by OWNER of seventy percent (70%) of all amounts due and owing to ICM under the Contract at the time of Substantial Completion, ICM agrees to grant to OWNER a limited license to use the Proprietary Property (hereinafter defined) solely in connection with the ownership, operation, maintenance, repair, expansion and enlargement of the Plant, subject to the limitations provided herein (the "Purpose") for the life of the Plant. For the avoidance of doubt, the license granted to OWNER under this Section 1 shall include the right to practice any intellectual property held by ICM that is embodied by or otherwise necessary to enable OWNER to use the Proprietary Property in accordance with the terms of this Agreement.

2. The "Proprietary Property" means documents, Operating Procedures (hereinafter defined), materials and other information that are furnished by ICM to OWNER in connection with the Purpose whether orally, visually, in writing, or by any other means, whether tangible or intangible, directly or indirectly and in whatever form or medium including, without limitation, the design, arrangement, configuration, and specifications of (i) the combinations of distillation, evaporation, and alcohol dehydration equipment (including, but not limited to, pumps, vessels, tanks, heat exchangers, piping, valves and associated electronic control equipment) and all documents supporting those combinations; (ii) the combination of the distillers grain drying (DGD), and heat recovery steam generation (HRSG) equipment (including, but not limited to, pumps, vessels, tanks, heat exchangers, piping and associated electronic control equipment) and all

documents supporting those combinations; and (iii) the computer system, known as the distributed control system (DCS and/or PLC) (including, but not limited to, the software configuration, programming, parameters, set points, alarm points, ranges, graphical interface, and system hardware connections) and all documents supporting that system. The "Operating Procedures" means, without limitation, the process equipment and specifications manuals, standards of quality, service protocols, data collection methods, construction specifications, training methods, engineering standards and any other information prescribed by ICM from time to time concerning the Purpose. Proprietary Property shall not include any information or materials that OWNER can demonstrate by evidence: (i) was lawfully in the possession of OWNER prior to disclosure by ICM; (ii) was in the public domain prior to disclosure by ICM; (iii) was disclosed to OWNER by a third party having the legal right to possess and disclose such information or materials; or (iv) after disclosure by ICM comes into the public domain through no fault of OWNER or its members, directors, officers, employees, agents, contractors, consultants or other representatives (hereinafter collectively referred to as "Representatives"). Information and materials shall not be deemed to be in the public domain merely because such information is embraced by more general disclosures in the public domain, and any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain if the combination itself and its principles of operation are not in the public domain. For the purpose of this Agreement, the confidentiality provisions of this Agreement shall not apply to any subject already disclosed by published documents that is deemed to be Proprietary Property of ICM under this definition.

3. OWNER shall not use the Proprietary Property for any purpose other than the Purpose without the prior written consent of ICM, which may be withheld at ICM's sole discretion. Notwithstanding anything herein contained, OWNER may utilize the Proprietary Property in connection with any expansion or enlargement of the Plant only if ICM is involved in the design, construction or engineering of such expansion or enlargement; provided that OWNER shall not be in breach of its obligations under this Agreement if the Proprietary Property is utilized, without ICM involvement, in normal plant de-bottlenecking activities which result in capacity increases to the Plant. ICM and its Representatives shall have the express right at any time during regular business hours and otherwise, upon prior reasonable notice to OWNER, to enter upon the premises of the Plant to inspect the Plant and its operation to ensure that OWNER is complying with the terms of this License Agreement.

4. OWNER's failure to materially comply with the Operating Procedures shall void all guarantees, representations and warranties, whether expressed or implied, if any, that were given by ICM to OWNER in the Contract concerning the performance of the Plant. OWNER agrees to indemnify, defend and hold harmless ICM and ICM's Representatives from any and all losses, damages and expenses including, without limitation, reasonable attorneys' fees resulting from, relating to or arising out of OWNER's or its Representatives' (i) failure to materially comply with the Operating Procedures or, (ii) negligent use of the Proprietary Property.

5. Any and all modifications to the Proprietary Property by OWNER or its Representatives shall be the property of ICM. OWNER shall promptly notify ICM of any such modification and OWNER agrees to assign all of its right, title and interest in such modification to ICM; provided, however, OWNER shall retain the right, at no cost, to use such modification in connection with the Purpose.

6. ICM has the exclusive right and interest in and to the Proprietary Property and the goodwill associated therewith. OWNER will not, directly or indirectly, contest ICM's ownership of the Proprietary Property. OWNER's use of the Proprietary Property does not give OWNER any ownership interest or other interest in or to the Proprietary Property except for the limited license granted to OWNER herein.

7. OWNER shall pay no license fee or royalty to ICM for OWNER's use of the Proprietary Property pursuant to the limited license granted to OWNER, the consideration for this limited license is included in the amounts payable by OWNER to ICM for the construction of the Plant under the Contract.

8. OWNER may not assign the limited license granted herein, in whole or in part, without the prior written consent of ICM, which will not be unreasonably withheld, conditioned or delayed. Prior to any assignment, OWNER shall obtain from such assignee a written instrument, in form and substance reasonably acceptable to ICM, agreeing to be bound by all the terms and provisions of this License Agreement. Any assignment of this License Agreement shall not release OWNER from (i) its duties and obligations hereunder concerning the disclosure and use of the Proprietary Property, or (ii) damages to ICM resulting from, or arising out of, a breach of such duties or obligations by OWNER or its Representatives. ICM may assign its right, title and interest in the Proprietary Property, in whole or part, subject to the limited license granted herein.

9. The Proprietary Property is confidential and proprietary. OWNER shall keep the Proprietary Property confidential and shall use all reasonable efforts to maintain the Proprietary Property as secret and confidential for the sole use of OWNER and its Representatives for the Purpose. OWNER shall retain all Proprietary Property at its principal place of business and/or the Plant. OWNER shall not at any time without ICM's prior written consent, copy, duplicate, record, or otherwise reproduce the Proprietary Property, in whole or in part, for a purpose other than the Purpose, or otherwise make the same available to any unauthorized person. OWNER shall not disclose the Proprietary Property except to its Representatives who are directly involved with the Purpose, and even then only to such extent as is necessary and essential for such Representative's involvement. OWNER shall inform such Representatives of the confidential and proprietary nature of such information and, if requested by ICM, OWNER shall obtain from such Representative a written instrument, in form and substance reasonably acceptable to ICM, agreeing to be bound by all of the terms and provisions of this License Agreement. OWNER shall make all reasonable efforts to safeguard the Proprietary Property from disclosure by its Representatives to anyone other than permitted hereby. OWNER shall notify ICM immediately upon discovery of any unauthorized use or disclosure of the Proprietary Property, or any other breach of this License Agreement, by OWNER or its Representatives, and shall cooperate with ICM in every reasonable way to help ICM regain possession of the Proprietary Property and prevent its further unauthorized use or disclosure. In the event that OWNER or its Representatives are required by law to disclose the Proprietary Property, OWNER shall provide ICM with prompt written notice of same so that ICM may seek a protective order or other appropriate remedy. In the event that such protective order or other appropriate remedy is not obtained, OWNER or its Representatives will furnish only that portion of the Proprietary Property which in the reasonable opinion of its or their legal counsel is legally required and will exercise its reasonable efforts to obtain reliable assurance that the Proprietary Property so disclosed will be accorded confidential treatment.

10. OWNER agrees to indemnify ICM for any and all damages (including, without limitation, reasonable attorneys' fees) arising out of or resulting from any unauthorized disclosure or use of the Proprietary Property by OWNER or its Representatives. OWNER agrees that ICM would be irreparably damaged by reason of a violation of the provisions contained herein and that any remedy at law for a breach of such provisions would be inadequate. OWNER agrees that ICM shall be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction against OWNER or its Representatives for any unauthorized disclosure or use of the Proprietary Property without the necessity of proving actual monetary loss or posting any bond. It is expressly understood that the remedy described herein shall not be the exclusive remedy of ICM for any breach of such covenants, and ICM shall be entitled to seek such other relief or remedy, at law or in equity, to which it may be entitled as a consequence of any breach of such duties or obligations. ICM agrees to indemnify and hold OWNER harmless from and against all claims, demands, liabilities, actions, litigations, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of the infringement of adversely owned patents, copyrights or any other intellectual property rights by reason of OWNER's use of the Proprietary Property. In the event that any lawsuit, arbitration or other proceeding ("Suit") is instituted against OWNER by a third party alleging infringement of any adversely owned patents, copyrights or other intellectual property rights, ICM will assume the defense of the Suit on behalf of OWNER by counsel of OWNER's choosing and reasonably acceptable to OWNER. Provided, however, ICM will not be responsible for reimbursement of attorneys' fees incurred by OWNER: (i) to defend any such matter on its own; (ii) to engage counsel to monitor ICM's defense of the Suit, or (iii) to seek advice on how to respond to any other demands or claims. If a court of competent jurisdiction determines or has determined that the use of the Proprietary Property by OWNER infringes on adversely owned patents, copyrights or other intellectual property rights, then ICM shall, at no cost to OWNER, (a) take all commercially reasonable steps to obtain a license to permit OWNER to continue using the Proprietary Property, or (b) provide engineering or modification to the Proprietary Property so that it will not infringe the adverse intellectual property rights to enable OWNER to continue to use the Proprietary Property.

11. The duties and obligations of OWNER under this License Agreement, and all provisions relating to the enforcement of such duties and obligations shall survive and remain in full force and effect notwithstanding any suspension, termination or expiration of the Contract or this License Agreement.

12. ICM may suspend the limited license granted herein in the event that OWNER fails to timely pay to ICM the sums owing under the Contract when due and OWNER does not cure such failure within thirty (30) calendar days following written notice from ICM. ICM may terminate the limited license granted to OWNER herein upon written notice to OWNER in the event (i) OWNER by willful misconduct or gross negligence uses the Proprietary Property for any purpose other than the Purpose (except as otherwise permitted herein), or (ii) OWNER discloses the Proprietary Property to anyone other than permitted herein, provided that ICM shall provide OWNER written notice of the occurrence of any of the foregoing events and the OWNER shall not have cured such event within fifteen (15) calendar days of such notice. Upon termination of the license, OWNER shall cease using the Proprietary Property for any purpose (including the Purpose) and, upon request by ICM, shall promptly return to ICM all documents or other materials in OWNER's or its Representatives' possession that contain Proprietary

Property in whatever format, whether written or electronic, including any and all copies or reproductions of the Proprietary Property. OWNER shall permanently delete all such Proprietary Property from its computer hard drives and any other electronic storage medium (including any backup or archive system). OWNER shall deliver to ICM a written certificate which certifies that all electronic copies or reproductions of the Proprietary Property have been permanently deleted.

13. The laws of the State of Kansas, United States of America, shall govern the validity of the provisions contained herein, the construction of such provisions, and the interpretation of the rights and duties of the parties. Any legal action brought to enforce or construe the provisions of this License Agreement shall be brought in the federal or state courts located in Kansas, and the parties agree to and hereby submit to the exclusive jurisdiction of such courts and agree that they will not invoke the doctrine of forum non conveniens or other similar defenses in any such action brought in such courts. Notwithstanding the foregoing, nothing in this License Agreement will affect any right ICM may otherwise have to bring any action or proceeding relating to this Agreement against OWNER or its properties in the courts of any jurisdiction.

14. OWNER hereby agrees to waive all claims against ICM and ICM's Representatives for any consequential damages that may arise out of or relate to this License Agreement, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing, but specifically excepting any third party claim that any of the Proprietary Property infringes upon the intellectual property of a third party. OWNER agrees that the aggregate amount OWNER (and anyone claiming by or through OWNER) may collectively recover from ICM (and its Representatives), under this License Agreement shall be limited to Five Million Dollars ($5,000,000.00); provided that the foregoing limitation of liability shall not be applicable to ICM's indemnification obligation under Paragraph 10 of this Agreement.

15. The terms and conditions of this License Agreement constitute the entire agreement between the parties with respect to the license of the Proprietary Property and supersede any prior understandings, agreements or representations by or between the parties, written or oral, involving the license of the Proprietary Property. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this License Agreement. This License Agreement may not be modified or amended at any time without the written consent of the parties.

16. All notices, requests, demands, reports, statements or other communications (herein referred to collectively as "Notices") required to be given hereunder or relating to this License Agreement shall be in writing and shall be deemed to have been duly given if transmitted by personal delivery or mailed by certified mail, return receipt requested, postage prepaid, to the address of the party as set forth below. Any such Notice shall be deemed to be delivered and received as of the date so delivered, if delivered personally, or as of the third business day following the day sent, if sent by certified mail. Any party may, at any time, designate a different address to which Notices shall be directed by providing written notice in the manner set forth in this paragraph.

17. In the event that any of the terms, conditions, covenants or agreements contained in this License Agreement, or the application of any thereof, shall be held by a court of

competent jurisdiction to be invalid, illegal or unenforceable, such term, condition, covenant or agreement shall be deemed void and shall be deemed severed from this License Agreement. In such event, and except if such determination by a court of competent jurisdiction materially changes the rights, benefits and obligations of the parties under this License Agreement, the remaining provisions of this License Agreement shall remain unchanged unaffected and unimpaired thereby and, to the extent possible, such remaining provisions shall be construed such that the purpose of this License Agreement and the intent of the parties can be achieved in a lawful manner.

18. The duties and obligations herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and permitted assigns of the parties hereto.

19. The waiver by any party hereto of the breach of any term, covenant, agreement or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein, nor shall any custom, practice or course of dealings arising among the parties hereto in the administration hereof be construed as a waiver or diminution of the right of any party hereto to insist upon the strict performance by any other party of the terms, covenants, agreement and conditions herein contained.

20. In this License Agreement, where applicable, (i) references to the singular shall include the plural and references to the plural shall include the singular, and (ii) references to the male, female, or neuter gender shall include references to all other such genders where the context so requires.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement, the Effective Date of which is indicated on page 1 of this License Agreement.

OWNER:

Growing Power Hairy Hill L.P.

By:________________________________
Growing Power Management Ltd.
By: Shane V Chrapko, Co-CEO

Addresses for giving notices and representatives:

Name: Shane V Chrapko
Title: Co-CO
Address: 10654 – 82nd Avenue, Suite 358
Edmonton, Alberta T6E 2A7
Canada
Facsimile: 780-492-4346

ICM:

ICM, Inc.

By:________________________________
Dave Vander Griend, President

Addresses for giving notices and representatives:

Name: Brian Burris
Title: General Counsel
Address: 310 N. First Street
Colwich, KS 67030
U.S.A.
Facsimile: 316-796-0570

Tab C

ACKNOWLEDGEMENT AGREEMENT RE: LICENSE

THIS AGREEMENT DATED THE 14th DAY OF December, 2011.

BETWEEN:

ICM INC. ("ICM")

OF THE FIRST PART

- and -

FARM CREDIT CANADA ("FCC")

OF THE SECOND PART

- and -

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP BY ITS GENERAL PARTNER GROWING POWER MANAGEMENT LTD. ("Growing Power")

OF THE THIRD PART

WHEREAS:

A. ICM and Growing Power entered into a license agreement made as of October 20, 2011 attached as Schedule "A" hereto (herein called the "License");

B. The License is required by Growing Power in its ongoing operation of the Plant (as defined in the License) as the ability of Growing Power to exploit the technology licensed therein by ICM as provided in the License is fundamental to the continued operation of the Plant;

C. Growing Power has borrowed $15,000,000.00 from FCC under the terms of a credit agreement dated September 8, 2011 (the "Credit Agreement") and is now or will be indebted to FCC in accordance with the terms of the Credit Agreement and has granted security over the Plant together with other assets to FCC as security for that indebtedness (the "FCC Loan Obligations");

D. Growing Power has assigned to FCC as collateral security for the FCC Loan Obligations the License (the "Assignment");

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt of which is acknowledged by the parties, and in consideration of the mutual covenants herein contained the parties have agreed as follows:

1. ICM hereby irrevocably consents to the assignment of the License granted by Growing Power in favour of FCC as provided in the Assignment.

2. ICM hereby acknowledges and confirms to FCC that as of the date hereof, the License is in full force and effect, has not been amended and Growing Power is not in default or breach thereof.

3. Each of ICM and Growing Power hereby agree and acknowledge with FCC that, until the earlier date on which the License has either expired or terminated or the Assignment is no longer in effect (as notified by FCC to ICM), ICM and Growing Power will not amend the terms or provisions of the License or agree to an early termination or surrender thereof without the consent of FCC, which consent shall not be unreasonably or arbitrarily withheld.

4. ICM hereby agrees, until the earlier of the date on which the License has either expired or terminated or the FCC Obligations are paid in full (as notified by FCC to ICM), to contemporaneously provide FCC written notice of any default or breach by Growing Power under the License. ICM further agrees with FCC that ICM will not terminate the License in accordance with the provisions thereof, without giving contemporaneously a further notice to FCC of such intention to do so and providing FCC with an opportunity to rectify any default by Growing Power, in accordance with Section 12 of the License.

5. Without limiting the generality of any provision contained herein or in the License, ICM hereby confirms that, if FCC enforces its rights under the Assignment, or if as a consequence of foreclosure or other proceedings FCC obtains a vesting order relating to the License, then provided FCC gives notice to ICM, FCC shall be entitled to exercise all of Growing Power's rights under the License and take the benefit of any provisions of the License. For greater certainty, FCC shall in such circumstances be entitled to assign the License to a third party, provided that the consent of ICM to such assignment of the License to a third party shall be required, which consent shall not be unreasonably withheld. Nothing herein or in the Assignment shall render FCC, its agents, employees or any other person for whom FCC is in law responsible liable for the fulfilment or non-fulfilment of any of the covenants, agreements, obligations, terms or conditions contained in the License, unless and until FCC has by virtue of enforcing the Assignment acquired by conveyance or transfer of Growing Power's interest to and tile in and to the License and become the owner or operator thereof as a consequence of its enforcement proceedings or otherwise., FCC shall only be responsible for the covenants, agreements, obligations, terms and conditions contained in the License and arising from and after (but not before) the date on which FCC acquires title to the License and only during the period (and not after) FCC continues to hold title to the License. FCC shall be automatically released and relieved from any and all further obligations and liabilities hereunder and under the License for any of the covenants, agreements, obligations, terms or conditions contained in the License arising subsequent to the sale, assignment, conveyance or other transfer by FCC (or by any receiver or receiver and manager appointed by or at the request of FCC of the interest in the License) to an assignee or transferee, provided that FCC has delivered to ICM:

(a) a true copy of such transfer, assignment or conveyance;

(b) true copies of assignments by FCC to such transferee of the rights, title, estate and interests of Growing Power under the License; and

(c) a written assumption agreement executed by such transferee pursuant to which such transferee agrees to assume the performance of Growing Power's covenants to be performed under the License following the effective date of such assignment, such that the transferee has similar rights and obligations with respect to the License as has Growing Power under the License.

6. ICM will not assign or transfer its rights under the License to any person, unless prior to or concurrently with any such assignment or transfer, that person has executed and delivered to FCC a consent and acknowledge on the same terms as those contained in this Agreement.

7. ICM agrees that it shall at all times hereafter execute and deliver, at the request of FCC, all such further documents, deeds and instruments and shall do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

8. The execution and delivery of this Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of ICM contained in the License, all of which shall, in the manner provided in the License, shall survive.

9. ICM and Growing Power acknowledge that the Assignment has been granted as security and is not intended to operate as an absolute transfer or assignment of the License.

10. Nothing herein shall relieve Growing Power, or its successors or assigns, from its obligations under the License.

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

12. This Agreement is made pursuant to and shall be governed in accordance with the laws of the Province of Alberta. The parties attorn to the jurisdiction of the courts of the Province of Alberta and agree that any action that may be brought pursuant to this Agreement shall be brought in the Province of Alberta.

13. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Wherever the singular or one gender is used in this Agreement the same shall be deemed to include the plural, all genders or body politic or corporate and also the heirs, executors, administrators, successors and assigns of the parties hereto and each of them where the context of this Agreement so requires.

15. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Agreement. This Agreement forms the entire agreement between the parties and all discussions, representations and negotiations leading up to this Agreement merge in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Address for giving notices and representatives:

Name: Brian Burris
Title: General Counsel
Address: 310 N. First Street
Colwich, KS 67030 U.S.A.
Facsimile: 316-796-0570

ICM Inc.

Per: ______________________

Brian Burris
Secretary & General Counsel

Address for giving notices and representatives:

Name Shane V. Chrapko
Title: Co-CO
Address: 10654 – 82 Avenue, Suite 358
Edmonton, AB T6E 2A7
Facsimile: 780-492-4346

Growing Power Management Ltd. in its capacity as the General Partner of Growing Power Hairy Hill Limited Partnership

Per: ______________________

Address for giving notices and representatives:

Name: Doug Wilson
Title: Senior Relationship Manager
Address: 110 – 6900 Taylor Drive
Red Deer, AB T4P 1K4
Facsimile: 403-340-4227

Farm Credit Canada

Per: ______________________

Per: ______________________

15. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Agreement. This Agreement forms the entire agreement between the parties and all discussions, representations and negotiations leading up to this Agreement merge in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Address for giving notices and representatives:

Name: Brian Burris
Title: General Counsel
Address: 310 N. First Street
Colwich, KS 67030 U.S.A.
Facsimile: 316-796-0570

ICM Inc.

Per: ______________________
Christopher M. , President

Address for giving notices and representatives:

Name Shane V. Chrapko
Title: Co-CO
Address: 10654 – 82 Avenue, Suite 358
Edmonton, AB T6E 2A7
Facsimile: 780-492-4346

Growing Power Management Ltd. in its capacity as the General Partner of Growing Power Hairy Hill Limited Partnership

Per: ______________________
SHANE V CHRAPKO

Address for giving notices and representatives:

Name: Doug Wilson
Title: Senior Relationship Manager
Address: 110 – 6900 Taylor Drive
Red Deer, AB T4P 1K4
Facsimile: 403-340-4227

Farm Credit Canada

Per: ______________________
Melanie Clark
Supervisor Loan Administration Centre

Per: ______________________

FARM CREDIT CANADA ★ FINANCEMENT AGRICOLE CANADA ★

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Name: Doug Wilson
Title: Senior Relationship Manager
Address: 110 – 6900 Taylor Drive
Red Deer, AB T4P 1K4
Facsimile: 403-340-4227

Farm Credit Canada

Per: MWL
Melanie Clark
Supervisor Loan Administration Centre

Per: ______________________

FARM CREDIT CANADA CORPORATE Seal FINANCEMENT AGRICOLE CANADA

SCHEDULE "A"

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is entered into and made effective as of the 20th day of October, 2011 ("Effective Date") by and between Growing Power Hairy Hill L.P., an Alberta, Canada limited partnership ("OWNER"), and ICM, Inc., a Kansas corporation ("ICM").

WHEREAS, OWNER and ICM have entered into that certain AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER ON THE BASIS OF A STIPULATED PRICE dated even herewith (the "Contract"), under which ICM is to design and construct a 10 million gallons (US) per year ethanol plant for OWNER to be located in or near Vegreville, Alberta, Canada (the "Plant");

WHEREAS, ICM will use proprietary technology and information of ICM in the design and construction of the Plant; and

WHEREAS, OWNER desires from ICM, and ICM desires to grant to OWNER, a license to use such proprietary technology and information in connection with OWNER's ownership and operation of the Plant, all upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties, in consideration of the foregoing premises and the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. Upon Substantial Completion of the Plant by ICM pursuant to the terms of and as defined in the Contract or, if later, payment by OWNER of seventy percent (70%) of all amounts due and owing to ICM under the Contract at the time of Substantial Completion, ICM agrees to grant to OWNER a limited license to use the Proprietary Property (hereinafter defined) solely in connection with the ownership, operation, maintenance, repair, expansion and enlargement of the Plant, subject to the limitations provided herein (the "Purpose") for the life of the Plant. For the avoidance of doubt, the license granted to OWNER under this Section 1 shall include the right to practice any intellectual property held by ICM that is embodied by or otherwise necessary to enable OWNER to use the Proprietary Property in accordance with the terms of this Agreement.

2. The "Proprietary Property" means documents, Operating Procedures (hereinafter defined), materials and other information that are furnished by ICM to OWNER in connection with the Purpose whether orally, visually, in writing, or by any other means, whether tangible or intangible, directly or indirectly and in whatever form or medium including, without limitation, the design, arrangement, configuration, and specifications of (i) the combinations of distillation, evaporation, and alcohol dehydration equipment (including, but not limited to, pumps, vessels, tanks, heat exchangers, piping, valves and associated electronic control equipment) and all documents supporting those combinations; (ii) the combination of the distillers grain drying (DGD), and heat recovery steam generation (HRSG) equipment (including, but not limited to, pumps, vessels, tanks, heat exchangers, piping and associated electronic control equipment) and all

documents supporting those combinations; and (iii) the computer system, known as the distributed control system (DCS and/or PLC) (including, but not limited to, the software configuration, programming, parameters, set points, alarm points, ranges, graphical interface, and system hardware connections) and all documents supporting that system. The "Operating Procedures" means, without limitation, the process equipment and specifications manuals, standards of quality, service protocols, data collection methods, construction specifications, training methods, engineering standards and any other information prescribed by ICM from time to time concerning the Purpose. Proprietary Property shall not include any information or materials that OWNER can demonstrate by evidence: (i) was lawfully in the possession of OWNER prior to disclosure by ICM; (ii) was in the public domain prior to disclosure by ICM; (iii) was disclosed to OWNER by a third party having the legal right to possess and disclose such information or materials; or (iv) after disclosure by ICM comes into the public domain through no fault of OWNER or its members, directors, officers, employees, agents, contractors, consultants or other representatives (hereinafter collectively referred to as "Representatives"). Information and materials shall not be deemed to be in the public domain merely because such information is embraced by more general disclosures in the public domain, and any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain if the combination itself and its principles of operation are not in the public domain. For the purpose of this Agreement, the confidentiality provisions of this Agreement shall not apply to any subject already disclosed by published documents that is deemed to be Proprietary Property of ICM under this definition.

3. OWNER shall not use the Proprietary Property for any purpose other than the Purpose without the prior written consent of ICM, which may be withheld at ICM's sole discretion. Notwithstanding anything herein contained, OWNER may utilize the Proprietary Property in connection with any expansion or enlargement of the Plant only if ICM is involved in the design, construction or engineering of such expansion or enlargement; provided that OWNER shall not be in breach of its obligations under this Agreement if the Proprietary Property is utilized, without ICM involvement, in normal plant de-bottlenecking activities which result in capacity increases to the Plant. ICM and its Representatives shall have the express right at any time during regular business hours and otherwise, upon prior reasonable notice to OWNER, to enter upon the premises of the Plant to inspect the Plant and its operation to ensure that OWNER is complying with the terms of this License Agreement.

4. OWNER's failure to materially comply with the Operating Procedures shall void all guarantees, representations and warranties, whether expressed or implied, if any, that were given by ICM to OWNER in the Contract concerning the performance of the Plant. OWNER agrees to indemnify, defend and hold harmless ICM and ICM's Representatives from any and all losses, damages and expenses including, without limitation, reasonable attorneys' fees resulting from, relating to or arising out of OWNER's or its Representatives' (i) failure to materially comply with the Operating Procedures or, (ii) negligent use of the Proprietary Property.

5. Any and all modifications to the Proprietary Property by OWNER or its Representatives shall be the property of ICM. OWNER shall promptly notify ICM of any such modification and OWNER agrees to assign all of its right, title and interest in such modification to ICM; provided, however, OWNER shall retain the right, at no cost, to use such modification in connection with the Purpose.

6. ICM has the exclusive right and interest in and to the Proprietary Property and the goodwill associated therewith. OWNER will not, directly or indirectly, contest ICM's ownership of the Proprietary Property. OWNER's use of the Proprietary Property does not give OWNER any ownership interest or other interest in or to the Proprietary Property except for the limited license granted to OWNER herein.

7. OWNER shall pay no license fee or royalty to ICM for OWNER's use of the Proprietary Property pursuant to the limited license granted to OWNER, the consideration for this limited license is included in the amounts payable by OWNER to ICM for the construction of the Plant under the Contract.

8. OWNER may not assign the limited license granted herein, in whole or in part, without the prior written consent of ICM, which will not be unreasonably withheld, conditioned or delayed. Prior to any assignment, OWNER shall obtain from such assignee a written instrument, in form and substance reasonably acceptable to ICM, agreeing to be bound by all the terms and provisions of this License Agreement. Any assignment of this License Agreement shall not release OWNER from (i) its duties and obligations hereunder concerning the disclosure and use of the Proprietary Property, or (ii) damages to ICM resulting from, or arising out of, a breach of such duties or obligations by OWNER or its Representatives. ICM may assign its right, title and interest in the Proprietary Property, in whole or part, subject to the limited license granted herein.

9. The Proprietary Property is confidential and proprietary. OWNER shall keep the Proprietary Property confidential and shall use all reasonable efforts to maintain the Proprietary Property as secret and confidential for the sole use of OWNER and its Representatives for the Purpose. OWNER shall retain all Proprietary Property at its principal place of business and/or the Plant. OWNER shall not at any time without ICM's prior written consent, copy, duplicate, record, or otherwise reproduce the Proprietary Property, in whole or in part, for a purpose other than the Purpose, or otherwise make the same available to any unauthorized person. OWNER shall not disclose the Proprietary Property except to its Representatives who are directly involved with the Purpose, and even then only to such extent as is necessary and essential for such Representative's involvement. OWNER shall inform such Representatives of the confidential and proprietary nature of such information and, if requested by ICM, OWNER shall obtain from such Representative a written instrument, in form and substance reasonably acceptable to ICM, agreeing to be bound by all of the terms and provisions of this License Agreement. OWNER shall make all reasonable efforts to safeguard the Proprietary Property from disclosure by its Representatives to anyone other than permitted hereby. OWNER shall notify ICM immediately upon discovery of any unauthorized use or disclosure of the Proprietary Property, or any other breach of this License Agreement, by OWNER or its Representatives, and shall cooperate with ICM in every reasonable way to help ICM regain possession of the Proprietary Property and prevent its further unauthorized use or disclosure. In the event that OWNER or its Representatives are required by law to disclose the Proprietary Property, OWNER shall provide ICM with prompt written notice of same so that ICM may seek a protective order or other appropriate remedy. In the event that such protective order or other appropriate remedy is not obtained, OWNER or its Representatives will furnish only that portion of the Proprietary Property which in the reasonable opinion of its or their legal counsel is legally required and will exercise its reasonable efforts to obtain reliable assurance that the Proprietary Property so disclosed will be accorded confidential treatment.

10. OWNER agrees to indemnify ICM for any and all damages (including, without limitation, reasonable attorneys' fees) arising out of or resulting from any unauthorized disclosure or use of the Proprietary Property by OWNER or its Representatives. OWNER agrees that ICM would be irreparably damaged by reason of a violation of the provisions contained herein and that any remedy at law for a breach of such provisions would be inadequate. OWNER agrees that ICM shall be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction against OWNER or its Representatives for any unauthorized disclosure or use of the Proprietary Property without the necessity of proving actual monetary loss or posting any bond. It is expressly understood that the remedy described herein shall not be the exclusive remedy of ICM for any breach of such covenants, and ICM shall be entitled to seek such other relief or remedy, at law or in equity, to which it may be entitled as a consequence of any breach of such duties or obligations. ICM agrees to indemnify and hold OWNER harmless from and against all claims, demands, liabilities, actions, litigations, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of the infringement of adversely owned patents, copyrights or any other intellectual property rights by reason of OWNER's use of the Proprietary Property. In the event that any lawsuit, arbitration or other proceeding ("Suit") is instituted against OWNER by a third party alleging infringement of any adversely owned patents, copyrights or other intellectual property rights, ICM will assume the defense of the Suit on behalf of OWNER by counsel of OWNER's choosing and reasonably acceptable to OWNER. Provided, however, ICM will not be responsible for reimbursement of attorneys' fees incurred by OWNER: (i) to defend any such matter on its own; (ii) to engage counsel to monitor ICM's defense of the Suit, or (iii) to seek advice on how to respond to any other demands or claims. If a court of competent jurisdiction determines or has determined that the use of the Proprietary Property by OWNER infringes on adversely owned patents, copyrights or other intellectual property rights, then ICM shall, at no cost to OWNER, (a) take all commercially reasonable steps to obtain a license to permit OWNER to continue using the Proprietary Property, or (b) provide engineering or modification to the Proprietary Property so that it will not infringe the adverse intellectual property rights to enable OWNER to continue to use the Proprietary Property.

11. The duties and obligations of OWNER under this License Agreement, and all provisions relating to the enforcement of such duties and obligations shall survive and remain in full force and effect notwithstanding any suspension, termination or expiration of the Contract or this License Agreement.

12. ICM may suspend the limited license granted herein in the event that OWNER fails to timely pay to ICM the sums owing under the Contract when due and OWNER does not cure such failure within thirty (30) calendar days following written notice from ICM. ICM may terminate the limited license granted to OWNER herein upon written notice to OWNER in the event (i) OWNER by willful misconduct or gross negligence uses the Proprietary Property for any purpose other than the Purpose (except as otherwise permitted herein), or (ii) OWNER discloses the Proprietary Property to anyone other than permitted herein, provided that ICM shall provide OWNER written notice of the occurrence of any of the foregoing events and the OWNER shall not have cured such event within fifteen (15) calendar days of such notice. Upon termination of the license, OWNER shall cease using the Proprietary Property for any purpose (including the Purpose) and, upon request by ICM, shall promptly return to ICM all documents or other materials in OWNER's or its Representatives' possession that contain Proprietary

Property in whatever format, whether written or electronic, including any and all copies or reproductions of the Proprietary Property. OWNER shall permanently delete all such Proprietary Property from its computer hard drives and any other electronic storage medium (including any backup or archive system). OWNER shall deliver to ICM a written certificate which certifies that all electronic copies or reproductions of the Proprietary Property have been permanently deleted.

13. The laws of the State of Kansas, United States of America, shall govern the validity of the provisions contained herein, the construction of such provisions, and the interpretation of the rights and duties of the parties. Any legal action brought to enforce or construe the provisions of this License Agreement shall be brought in the federal or state courts located in Kansas, and the parties agree to and hereby submit to the exclusive jurisdiction of such courts and agree that they will not invoke the doctrine of forum non conveniens or other similar defenses in any such action brought in such courts. Notwithstanding the foregoing, nothing in this License Agreement will affect any right ICM may otherwise have to bring any action or proceeding relating to this Agreement against OWNER or its properties in the courts of any jurisdiction.

14. OWNER hereby agrees to waive all claims against ICM and ICM's Representatives for any consequential damages that may arise out of or relate to this License Agreement, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing, but specifically excepting any third party claim that any of the Proprietary Property infringes upon the intellectual property of a third party. OWNER agrees that the aggregate amount OWNER (and anyone claiming by or through OWNER) may collectively recover from ICM (and its Representatives), under this License Agreement shall be limited to Five Million Dollars ($5,000,000.00); provided that the foregoing limitation of liability shall not be applicable to ICM's indemnification obligation under Paragraph 10 of this Agreement.

15. The terms and conditions of this License Agreement constitute the entire agreement between the parties with respect to the license of the Proprietary Property and supersede any prior understandings, agreements or representations by or between the parties, written or oral, involving the license of the Proprietary Property. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this License Agreement. This License Agreement may not be modified or amended at any time without the written consent of the parties.

16. All notices, requests, demands, reports, statements or other communications (herein referred to collectively as "Notices") required to be given hereunder or relating to this License Agreement shall be in writing and shall be deemed to have been duly given if transmitted by personal delivery or mailed by certified mail, return receipt requested, postage prepaid, to the address of the party as set forth below. Any such Notice shall be deemed to be delivered and received as of the date so delivered, if delivered personally, or as of the third business day following the day sent, if sent by certified mail. Any party may, at any time, designate a different address to which Notices shall be directed by providing written notice in the manner set forth in this paragraph.

17. In the event that any of the terms, conditions, covenants or agreements contained in this License Agreement, or the application of any thereof, shall be held by a court of

competent jurisdiction to be invalid, illegal or unenforceable, such term, condition, covenant or agreement shall be deemed void and shall be deemed severed from this License Agreement. In such event, and except if such determination by a court of competent jurisdiction materially changes the rights, benefits and obligations of the parties under this License Agreement, the remaining provisions of this License Agreement shall remain unchanged unaffected and unimpaired thereby and, to the extent possible, such remaining provisions shall be construed such that the purpose of this License Agreement and the intent of the parties can be achieved in a lawful manner.

18. The duties and obligations herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and permitted assigns of the parties hereto.

19. The waiver by any party hereto of the breach of any term, covenant, agreement or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein, nor shall any custom, practice or course of dealings arising among the parties hereto in the administration hereof be construed as a waiver or diminution of the right of any party hereto to insist upon the strict performance by any other party of the terms, covenants, agreement and conditions herein contained.

20. In this License Agreement, where applicable, (i) references to the singular shall include the plural and references to the plural shall include the singular, and (ii) references to the male, female, or neuter gender shall include references to all other such genders where the context so requires.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement, the Effective Date of which is indicated on page 1 of this License Agreement.

OWNER:

Growing Power Hairy Hill L.P.

By:______________________________
Growing Power Management Ltd.
By: Shane V Chrapko, Co-CEO

Addresses for giving notices and representatives:

Name: Shane V Chrapko
Title: Co-CO
Address: 10654 – 82nd Avenue, Suite 358
Edmonton, Alberta T6E 2A7
Canada
Facsimile: 780-492-4346

ICM:

ICM, Inc.

By:______________________________
Dave Vander Griend, President

Addresses for giving notices and representatives:

Name: Brian Burris
Title: General Counsel
Address: 310 N. First Street
Colwich, KS 67030
U.S.A.
Facsimile: 316-796-0570

Tab D

Ernst & Young Inc., in its capacity as Court appointed Receiver and Manager of Growing Power Management Ltd. and Growing Power Hairy Hill Limited Partnership

EY
Building a better working world

EPCOR Tower, 10423 101 Street, Suite 1400, PO Box 44
Edmonton, Alberta T5H 0E7
Sale Process Phone: +1-780-412-2393
Sale Process Fax: +1-780-428-8977
Sale Process Email: trina.m.sorbara@ca.ey.com

Date: ________ day of ____________________________, 2016

Company: ______________________________

Address: ______________________________

____

____

____

the "**Counterparty**"

Re: Confidentiality Agreement

Growing Power Management Ltd. and Growing Power Hairy Hill Limited Partnership

In connection with your consideration of a possible transaction (the "**Transaction**') involving Growing Power Management Ltd. and Growing Power Hairy Hill Limited Partnership ("**Debtor**") and/or assets of Debtor, Ernst and Young Inc. in its capacity as court appointed receiver and manager of Debtor and not in its personal capacity (the "**Receiver**"), Debtor and/or Debtor' Representatives (as defined below) have, at your request, agreed to disclose to the Counterparty and/or the Counterparty's Representatives (the "**Recipient**") Confidential Information (as defined below) for the purpose of assisting you in considering and evaluating the Transaction (the "**Permitted Purpose**").

In this agreement, the terms "you" and "your" mean the Recipient, "we", "our" and "us" mean the Receiver and/or Debtor, "parties" means both the Recipient, and the Receiver and/or Debtor, and "party" means either the Recipient, or the Receiver and/or Debtor.

As a condition of the disclosure and receipt of Confidential Information, the parties agree to the following:

1. **Confidential Information**

(1) Subject to Section (2), "**Confidential Information**" means, but is not limited to:

(a) all proprietary and confidential information, knowledge or data, details of the business of the debtor, its affiliates, parents, subsidiaries, operations, research and development, processes, developments, methods, techniques, production, marketing, costs, facilities, formulas, machines, instruments, equipment, and any and all information and know-how disclosed before, on or after the date of this agreement by the Receiver, Debtor and/or its Representatives to you relating in any way, directly or indirectly, to Debtor or one or more of its affiliates and their respective businesses operations, assets, liabilities, prospects and plans (including any and all information with respect to the Transaction), whether disclosed orally or disclosed, accessed (including through any virtual data room) or observed (including through site visits) in written, graphic, electronic, visual or other form or media, and whether or not marked, designated or otherwise identified as "confidential", including without limitation any and all information regarding third parties and any and all third party confidential and proprietary information included with, or incorporated in, any information provided by us to you; and

(b) all documents, copies, reproductions, summaries, extracts, notes, interpretations, memoranda, records, studies, forecasts, compilations, evaluations or other data prepared by or for you or one or more of your Representatives containing or based upon or derived from, in whole or part, any of the information or know-how described in Section (1)(a) (the "**Evaluation Materials**").

(2) "**Confidential Information**" does not include information that you establish by clear and convincing evidence that:

(a) at the time of disclosure is, or subsequently becomes, generally available to the public other than as a result, directly or indirectly, of a breach of this agreement by you or one or more of your Representatives;

(b) prior to the receipt thereof by you, was lawfully in your possession or the possession of one or more of your Representatives and was not then subject to any obligation on your part or on the part of such Representative(s) to maintain the confidentiality thereof;

(c) at the time of disclosure is, or subsequently becomes, available to you on a non-confidential basis from a source other than the Receiver, Debtor or any of its affiliates, provided that to the best of your knowledge such source was and is not prohibited from disclosing the information to you or to your Representatives by a confidentiality obligation owed to us or one or more of our affiliates, whether contractual, fiduciary or otherwise; or

(d) was developed by you or any of your Representatives without reference to or use, in whole or in part, of any disclosure by us or any of our affiliates.

(3) Specific Information shall not be deemed to fall within the exception contained in Paragraph 1.(2) solely because it is included in general information which falls within the scope of such exception, and any combination of specific Information shall not be deemed to fall within the exception contained in Paragraph 1.(2) solely because individual parts, but not such combination itself, fall within such exception.

(4) In this agreement:

(a) "**affiliate**" means, as to any person, any other person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such person, and the term "control" means the ownership of 50% or more of the vote or value of the equity securities of the person;

(b) "**Personal Information**" means information about an identifiable individual but does not include the name, position name or title, or business contact information of an employee of an organization;

(c) "**Representatives**" of a party includes the affiliates of the party, and the respective officers, directors, employees, agents, and advisors (including accountants, legal and financial advisors and consultants, but for greater certainty does not include potential lenders, equity co-investors or other sources of capital) of the party or any of its affiliates; and

(d) disclosure of any Confidential Information by any of our Representatives directly to you or any of your Representatives is deemed to be disclosure by us, and disclosure of any Confidential Information by us directly to any of your Representatives is deemed to be disclosure to you.

2. Confidentiality Obligations and Obligations Regarding Personal Information

(1) The Recipient understands that the Confidential Information is confidential and proprietary to Debtor and, any other person with proprietary rights or claims in, or ownership of, the Confidential Information, or parts of it (the "Interested Parties") and, where applicable, joint venture partners and is confidential and will be so treated by the Recipient. The undertakings and indemnities provided by the Recipient in this agreement are given to the Receiver and Debtor for the benefit of Debtor' stakeholders and its joint venture partners where applicable. In addition, Interested Parties are intended third party beneficiaries to this agreement with rights which are acknowledged by the Recipient in addition to the rights of the Receiver or Debtor, to enforce this agreement, or seek remedies in relation to it, including all remedies available to the Receiver or Debtor as provided for in this agreement, arising from any breach of this agreement resulting in wrongful disclosure, wrongful use or misappropriation of proprietary technologies which are part of the Confidential Information.

(2) The Confidential Information and the terms and conditions of this agreement shall be kept secret and in strict confidence by the Recipient, and without limiting the generality of the foregoing, you shall protect it with reasonable safeguards (which in any event are at least as secure as those used by you to protect your own confidential information and include without limitation precautions against accidental disclosure) and shall limit and control the copies, extracts or reproductions made of the Confidential Information.

(3) The Confidential Information shall not be used, directly or indirectly, for any purpose whatsoever other than the Permitted Purpose. The Confidential Information shall not be disclosed by the Recipient to any person other than those of your Representatives who need to know the Confidential Information to assist you or to act on your behalf, in relation to the Permitted Purpose.

(4) Prior to disclosing any Confidential Information to any of its Representatives, the Recipient shall take all reasonable steps to ensure that such Representative is aware of the terms and conditions of this agreement, and that such terms and conditions are binding upon such Representative. The Recipient shall be liable to the Receiver and Debtor for any and all damages caused to Debtor as a result of any disclosure or use of Confidential Information in contravention of the terms hereof, by your Representatives or otherwise, and neither the

Receiver nor Debtor shall be required to first assert a claim against any such Representative as a condition of seeking or obtaining a remedy against you. The Recipient shall, if so requested by the Receiver in writing, provide a list of Representatives who have received Confidential Information and a list of the locations at which you have stored any Confidential Information.

(5) The Recipient will not and will direct its Representatives not to, without the prior written consent of the Receiver, disclose to any person other than Representatives: (i) the fact that any investigations, discussions or negotiations are taking place concerning a possible Transaction; (ii) that the Recipient has requested or received Confidential Information; (iii) any opinion or comment with respect to the Confidential Information; or (iv) any of the terms, conditions or any facts with respect to a possible Transaction, including the status thereof.

(6) You shall not copy or otherwise reproduce any Confidential Information or any portion thereof other than is necessary to consider and evaluate the Transaction.

(7) You shall use best efforts to prevent material in your possession or control that contains or refers to the Confidential Information from being disclosed to or discovered, used, or copied by third parties and that it and your representatives shall protect and safeguard the Confidential Information from all lost, theft or destruction. All copies, duplicates, reproductions, translations or adaptions of the Confidential Information shall be clearly labeled as confidential.

(8) All copies are, on reproduction by you, and all Evaluation Materials upon preparation, are required to contain the same proprietary and confidential notices and legends, if any, that appear on the original Confidential Information so copied or on which such Evaluation Materials are based or from which such Evaluation Materials are derived, unless we authorize otherwise in writing.

(9) Notwithstanding the foregoing provisions of this Paragraph 2, the Recipient shall be permitted to disclose Confidential Information where, upon advice of your counsel, you are required to do so pursuant to any law, rule or regulation or order of a court of competent jurisdiction. If the Recipient is so required to disclose Confidential Information, the Recipient shall (a) promptly notify the Receiver of such request prior to any disclosure, (b) consult with the Receiver on the advisability of taking steps to resist or narrow such request and cooperate fully with the Receiver should it choose (at its sole cost and expense) to seek a protective order or other appropriate remedy, and (c) only disclose that portion of the Confidential Information as the Recipient is legally required to disclose. If disclosure is required, the Recipient shall cooperate fully with the Receiver in any reasonable attempt that the Receiver may make to obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information and will disclose only that portion of the Confidential Information that, in the opinion of the Recipient's counsel, is legally required to be disclosed. Any Confidential Information disclosed pursuant to this lawful process shall continue to be Confidential Information, and access to the Confidential Information shall be limited to those persons only with a need to view the information for the purposes for which the disclosure was required.

(10) To the extent we disclose Personal Information to you, you shall be responsible for compliance with applicable privacy laws governing the collection, use and disclosure of such Personal Information. You shall not collect, use or disclose such Personal Information for any purposes other than the Permitted Purpose, except as required or permitted by applicable law, and you

shall use appropriate security measures to protect such Personal Information against unauthorized disclosure.

3. Remedies

(1) The Recipient acknowledges the sensitive nature and competitive value of the Confidential Information and that Debtor may be irreparably damaged if any of the restrictions on disclosure or use of the Confidential Information in this agreement are not observed or performed by the Recipient and all of its Representatives. The Recipient further acknowledges that monetary damages alone may not be sufficient remedy for a breach of the restrictions on disclosure or use of the Confidential Information and agrees that the Receiver shall, in the event of any such breach or anticipated breach, be entitled to equitable relief, including injunctive relief and specific performance, in addition to any other remedy available to the Receiver. The Recipient further agrees to waive any requirement for the deposit of security of any bond in connection with any equitable remedy.

(2) Without limitation and in addition to any rights the Receiver or Debtor may have against the Recipient by reason of any breach hereof (whether by the Recipient or a Representative), the Recipient agrees that:

(a) the Recipient shall be liable to the Receiver and Debtor and each of its Representatives for all losses, costs, damages, expenses, fines penalties and liabilities whatsoever, including legal, accounting and other professional costs, expenses, fees and disbursements (with legal fees on a solicitor and client basis) that Debtor or any of its Representatives may suffer; and

(b) the Recipient shall indemnify and hold harmless the Receiver and Debtor and each of its Representatives and their respective directors, officers, servants, agents and employees against all claims, losses, costs, damages, expenses, fines, penalties and liabilities whatsoever, including legal, accounting and other professional costs, expenses, fees and disbursements (with legal fees on a solicitor and client basis), that may be brought against or suffered or incurred;

in respect of all matters and things that may result from or arise, directly or indirectly, out of a breach or non-performance of this agreement by the Recipient or any of its Representatives.

(3) The Receiver shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits that you or any of your Representatives directly or indirectly realized or may realize relating to, growing out of, or in connection with any breach of this agreement.

(4) You acknowledge that we are acting as trustee and agent for our Representatives with respect to all rights under this agreement in favour of our Representatives and all other persons afforded a right of indemnity pursuant to Paragraph 3.(2)(b), and we may enforce such rights on behalf of such persons.

4. Return of Confidential Information

(1) All Confidential Information shall remain the property of the Debtor or Interested Third Parties. Promptly upon the request of the Receiver, or in any event, if the Recipient determines not to proceed with a Transaction, and notifies the Receiver of such determination, or if for any reason discussions between the Parties terminates with respect to a possible transaction, the Recipient shall not use any of the Confidential Information in furtherance of any aspect of its business or otherwise. At any time, at the written request of the Receiver, the Recipient shall immediately return or cause to be returned to the Receiver or Debtor all of the Confidential Information that may have been provided to the Recipient or its Representatives and shall not retain any copies, reproductions or extracts thereof, with the following exceptions:

(a) if the Recipient or its Representatives' computer systems create copies of Confidential Information during back up procedures, the Recipient may retain such copies in its archival or back up computer storage for the period it normally archives computer records. These archive copies shall at all times remain subject to the provisions of this agreement until the same are destroyed; and

(b) the Recipient may, for corporate governance purposes only, retain in a controlled access file a copy of the presentations made to its board or executive management that contain Confidential Information, provided that the Confidential Information in the file shall at all times remain subject to the provisions of this agreement until the same are destroyed.

The Recipient shall at any time, at the written request of the Receiver, destroy or have destroyed all memoranda, notes, reports and documents (including the Evaluation Materials) prepared by or in the possession of the Recipient or its Representatives that are based upon, contain or reflect any Confidential Information. The Recipient shall, if so requested by the Receiver in writing, provide an Officer's Certificate to the Receiver certifying that the terms and conditions of this Paragraph 4 have been complied with.

5. Disclaimer of Warranties

It is understood by the Recipient that, in providing access to the Confidential Information under this agreement, neither the Receiver nor Debtor make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information and, shall have no liability whatsoever for any errors in or omissions from or for any damages resulting from the use of the Confidential Information. The Recipient shall rely solely on its own due diligence, analysis, appraisals and estimates in evaluating and satisfying itself to all matters relating to Debtor and its business, affairs and assets and shall rely solely on its own geological, geophysical, engineering, environmental, accounting and financial interpretations and analyses related thereto.

6. No Contact and Access to Properties

(1) During the Term, the Recipient will not and will ensure that its Representatives do not, directly or indirectly, initiate or maintain contact (except for those contacts made in the ordinary course of business) with any officer, director, employee, consultant, agent or advisor of the Receiver or Debtor regarding its business, operations, prospects or finances, except with the prior written permission of the Receiver. It is understood that Debtor or the Receiver will arrange for any

contacts for due diligence purposes with respect to the Permitted Purpose and that all communications regarding a possible Transaction, all requests for additional Confidential Information, all requests for facility or site tours or inspections or meetings with management and all discussions regarding the Confidential Information will be submitted or directed by the Recipient and its Representatives to the Receiver except with prior written permission of the Receiver. The Recipient shall not visit any of the facility or business sites of Debtor without the prior consent of the Receiver.

(2) If the Recipient wishes to have physical access to any property, the Recipient agrees to indemnify, defend and hold harmless the Receiver and Debtor, their Representatives, affiliates and subsidiaries from and against any and all liabilities, claims and causes of action, including costs and expenses, for personal injury, death or property damage occurring on such property as a result of the Recipient's or its Representative's entry onto the premises, unless as a result of gross negligence by Debtor.

(3) The Recipient and its Representatives agree to comply fully with all rules, regulations and instructions issued by Debtor or the Receiver regarding the Recipient's and its Representative's actions while upon, entering or leaving any of Debtor' properties.

7. Ownership

All Confidential Information, and all rights in and to the Confidential Information, that has been or will be disclosed by us to you will remain our exclusive property, and will be held in trust by you for our benefit, and in no event are you deemed to have acquired any right or interest of any kind in the Confidential Information. No licence or any other right respecting the Confidential Information, other than as expressly set out in this agreement, is granted to you under this agreement by implication or otherwise.

8. General

(1) The Recipient understands and agrees that no contract or agreement providing for a possible Transaction between the Receiver and Recipient shall exist or be deemed to exist unless and until a definitive agreement has been executed and delivered by the Recipient and the Receiver (a "**Definitive Agreement**") and approved by Order of the Court of Queen's Bench of Alberta. It is also understood and agreed that unless and until a Definitive Agreement has been executed and delivered by the Receiver and the Recipient with respect to a possible Transaction, neither Debtor nor the Receiver will have any obligation of any kind whatsoever with respect to any possible Transaction nor is there any restriction on the right of the Receiver or Debtor to solicit or provide information to any other person in respect of any form of transaction relating to Debtor or any of it assets, or to deal with its assets in any manner in its sole and absolute discretion.

(2) Interested Third Parties include ICM Inc. which claims rights to proprietary technology and information which comprises part of the Confidential Information and whereby ICM Inc. has previously entered into a Licence with the Debtor for the use of the proprietary technology and information for an ethanol plant.

(3) The Parties acknowledge that remedies at law may be inadequate to protect the Debtor and the Receiver against any actual or threatened breach of this Agreement by the Recipient and its

Representatives, and without prejudice to any other rights and remedies otherwise available to the Debtor or the Receiver at law or in equity, the parties agree that the Debtor and Receiver will be entitled to apply to a court having jurisdiction for the granting of specific performance and injunctive or other equitable relief without showing or proving any action or threatened damage, notwithstanding any rule of law or equity to the contrary, and the Recipient further agrees to waive any requirement for the securing or posting of any bond or security in connection with any such remedy.

(4) No failure or delay by the Receiver or Debtor to exercise any of its rights under this agreement shall operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof.

(5) Each party acknowledges that: (i) its relationship to the other party is that of independent contractor; (ii) it is not an employee or agent of the other party; (iii) it and the other party are not partners or joint venturers with each other; and (iv) nothing in this agreement is to be construed as making the parties partners or joint venturers, making a party an employee or agent of the other party or imposing any liability as partner, joint venturer, principal or agent on either party. Without limiting the generality the foregoing, each party shall have no authority to act, or to hold itself out, as agent of the other party or to bind the other party to any third party and each party shall so inform all third parties with whom it deals in the performance of this agreement (with the exception of the Receiver who has authority to bind Debtor).

(6) This agreement shall be governed by the laws of the Province of Alberta and the parties hereby attorn to the jurisdiction of the Courts of Alberta in respect of all matters or disputes arising under or in respect of this agreement.

(7) If any provision of this agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

(8) This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

(9) This agreement shall not be assigned by either party without first obtaining the written consent of the other party.

(10) This agreement may be amended in writing only and must be signed on behalf of each Party. Waivers of any of the terms and provisions of this agreement shall be made in writing.

(11) Each party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this agreement that the other party may reasonably require, for the purposes of giving effect to this agreement.

(12) This Agreement may be amended only by a written instrument signed by the parties to be bound.

(13) If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement.

(14) This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature, or by other written acknowledgment of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

Yours truly,

ERNST AND YOUNG INC. in its capacity as court appointed receiver and manager of Growing Power Management Ltd. and Growing Power Hairy Hill Limited Partnership, and not in its personal capacity

Per: ________________________________

ACCEPTED AND AGREED TO this ________ day of __________________________, 2016.

THE COUNTERPARTY: ____________________________

Per: ________________________________
Signatory Name:
Signatory Title:

Building a better working world

Ernst & Young Inc., in its capacity as Court appointed Receiver and Manager of Growing Power Management Ltd. and Growing Power Hairy Hill Limited Partnership

EPCOR Tower, 10423 101 Street, Suite 1400, PO Box 44
Edmonton, Alberta T5H 0E7
Sale Process Phone: +1-780-412-2393
Sale Process Fax: +1-780-428-8977
Sale Process Email: trina.m.sorbara@ca.ey.com

SCHEDULE "A"

ATTACHED TO AND MADE PART OF A CONFIDENTIALITY AGREEMENT BETWEEN THE COUNTERPARTY AND GROWING POWER MANAGEMENT LTD. AND GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Virtual Data Room ("VDR")

The main contact for the purposes of providing access to the VDR, physical data rooms and/or scheduling presentations:

The following individuals require access to the VDR upon execution of a Confidentiality Agreement. You may use the space below, attach a separate list or attach business cards.

Name	Email

Tab E

LICENSE AGREEMENT

This LICENSE AGREEMENT (together with any and all exhibits, schedules and attachments hereto, this "Agreement"), made this 31st day of December, 2009 (the "Effective Date"), is made by and between Highmark Renewables Research Corp., as exclusive agent and in trust for Highmark Renewables Research L. P. ("Licensor"), a company duly incorporated in accordance with the laws of Alberta, Canada, having a principal place of business in Edmonton, Alberta, Canada T5J 3N6, and Growing Power Management Ltd. a company duly incorporated in accordance with the laws of Alberta, for and on behalf of and in the name of Growing Power Hairy Hill L.P. ("Licensee"), a limited partnership organized and existing under the laws of the Province of Alberta, Canada, having a principal place of business in Vegreville, Alberta, Canada T9C 1R1.

WITNESSETH:

WHEREAS 1, Licensor has made, conceived, created, developed, or acquired the Biogas Technology and the Biogas Intellectual Property (each as defined herein); and

WHEREAS 2, Licensor's Biogas Technology has been proven to provide highly competitive biogas and net to grid electricity; and

WHEREAS 3, Licensor commercializes this technology through selected technology licenses; and

WHEREAS 4, Licensee has a biogas production facility and has the rights to, and receives, the manure and other waste products produced at a thirty-six thousand (36,000) head feedlot near Vegreville, Alberta, Canada, (the "GPHH Operations"); and

WHEREAS 5, Licensee, wishes to develop a project for anaerobic digestion ("AD") of waste produced from and near the GPHH Operations in an IMUS™ facility (the "GPHH IMUS™ Facility"); and

WHEREAS 6, Licensee desires to utilize the Biogas Technology and the Biogas Intellectual Property in connection with the Purpose (as defined herein); and

WHEREAS 7, Licensor agrees to grant Licensee a limited license to the Biogas Technology and the Biogas Intellectual Property on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, and in consideration of the mutual promises and covenants contained herein, Licensor and Licensee hereby agree as follows:

1 DEFINITIONS

1.1 "Biogas Intellectual Property" means any and all Intellectual Property that was made, conceived, created, developed, or acquired by Licensor either before or on the Effective Date, and arising from or related to the Biogas Technology.

1.2 "Biogas Technology" means the technology described on Schedule A hereto, as may be amended in writing by Licensor from time to time.

1.3 "Confidential Information" means information maintained by Licensor as confidential and not generally known within the industry. Confidential Information will include, without limitation, the Biogas Technology, the Biogas Intellectual Property and any other business, technical, or financial information that satisfies the conditions set forth in the preceding sentence.

1.4 "Improvements" mean any modifications, variations, revisions, adaptations, additions, subtractions, perfections, enhancements, updates, or upgrades to the Biogas Technology and/or the Biogas Intellectual Property, now known or unknown, whether patentable or unpatentable, and whether or not reduced to practice, which has the consequence of improving, in whole or in part, in any manner or to any extent, any feature, component, attribute, parameter, embodiment, or any other aspect of the Biogas Technology and/or the Biogas Intellectual Property, including, without limitation, reducing operational costs, reducing energy requirements and/or energy consumption, reducing nonrenewable resource consumption, reducing pollutive byproducts, increasing production, increasing durability, increasing quality, enhancing performance characteristics, increasing efficiency (including, without limitation, the efficient use of energy and/or byproducts), improving operability, making the technology more amenable to integrations with other methods and processes or technology, broadening applicability, enhancing marketability and/or enhancing commercial acceptance.

1.5 "Intellectual Property" means: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, procedures, combination of steps, technical and other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, partner lists and partner information, purchasing techniques, supplier lists, supplier information and advertising strategies; (vi) any and all rights to obtain, register, perfect and enforce contractual, proprietary and statutory interests, among others, in and to the foregoing in any country, region, or jurisdiction of the world; and (vii) any and all rights to file and prosecute any past or current patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, corrections, extensions and re-examinations thereof, whether foreign or domestic.

1.6 "New Intellectual Property" means, other than any Improvements, any and all Intellectual Property that is made, conceived, created, developed, or acquired after the Effective Date, and arises from or relates to: (i) any and all relationships, engagements and/or arrangements between Licensor and Licensee, including, without limitation, this Agreement; and/or (ii) any and all exploitation of the Plant by Visitors (as defined herein).

1.7 "Plant" means the proposed biogas production facility commonly referred to by the parties as the "Growing Power Hairy Hill Integrated Biorefinery," located near Vegreville, Alberta, Canada, comprised of the integration of a thirty-six thousand (36,000) head feedlot, an anaerobic digestion facility, a 8.2MW thermal output, a 2.5MW co-generation plant and a 40MML/year ethanol production plant. For the avoidance of doubt, should such facility be expanded beyond or exceed, in any manner or to any extent, any of the foregoing specifications during any calendar year, as solely determined by Licensor in good faith upon the conclusion of the calendar year (the "Expanded Plant"), the Expanded Plant will be deemed to be an Additional Location (such designation, a "Plant Conversion") for the entirety of the calendar year in which the Plant Conversion occurred.

1.8 "Purpose" means the purpose of taking raw manure, feedlot by-products and other waste produced by or near the GPHH Operations ("Feedstock"), transporting such Feedstock to the GPHH IMUS™ Facility. The Feedstock will be processed through AD. The GPHH IMUS™ Facility will use Licensor's proprietary IMUS™ Technology in order to produce up to a maximum of 1073 GJ of biogas annually (the "Benchmark"). It is understood and accepted by Licensee that such production is predicated on: (i) Licensee supplying adequate Feedstock; and (ii) Licensee stringently applying any specifications related to such production as may be supplied by Licensor or as otherwise set forth hereunder.

2 LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, revocable, non-exclusive, personal, non-transferable license, without the right to sublicense, to exploit the Biogas Technology and the Biogas Intellectual Property for the Purpose at the Plant (the "License").

2.2 For the avoidance of doubt, Licensee is only permitted to use the Biogas Technology and the Biogas Intellectual Property in accordance with the Purpose. Should Licensee seek to exploit the Biogas Technology and/or the Biogas Intellectual Property, in any manner or to any extent, beyond the scope of the Purpose ("Additional Purposes"), Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties enter into a separate license agreement that would govern such Additional Purposes ("Additional Purposes License"), and Licensor agrees to negotiate the terms of any such Additional Purposes License in good faith.

2.3 For the avoidance of doubt, Licensee may only exploit the Biogas Technology and the Biogas Intellectual Property at the Plant and may not exploit the Biogas Technology and/or the Biogas Intellectual Property, in whole or in part, at any other facility or location. Should Licensee seek to exploit the Biogas Technology and/or the Biogas Intellectual Property at any other facility or location ("Additional Locations"), Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties enter into a separate license agreement that would govern such Additional Locations ("Additional Locations License"), and, subject to the subsequent sentence, Licensor agrees to negotiate the terms of any such Additional Locations License in good faith. Notwithstanding anything herein to the contrary, Licensee and Licensor agree that any such Additional Locations License will reflect the payment terms for Additional Locations set forth in Sections 3.1 through 3.3 inclusive, namely with respect to the Heightened Royalties and the Heightened License Fees. For the avoidance of doubt, should a Plant Conversion occur, the parties are not required to enter into a separate license agreement with respect to the Plant Conversion; the parties will continue to operate under this Agreement and

Licensee will pay the Heightened Royalties and the Heightened License Fees, as applicable, as set forth in Sections 3.1 through 3.3 inclusive.

2.4 Upon Licensor's reasonable request, but not more than once annually, Licensee will furnish Licensor with a written statement executed by an authorized officer of Licensee which confirms that Licensee's exploitation of the License is in accordance with the terms and conditions of this Agreement. Licensor will have the right, upon reasonable notice and during business hours, to verify that Licensee's exploitation of the License is in compliance with this Agreement through its own inspection or an inspection on its behalf. If such verification reveals that Licensee's exploitation of the Biogas Technology and/or the Biogas Intellectual Property exceeds the scope of the License, or Licensee is otherwise in breach of this Agreement, Licensee will reimburse Licensor for the expense of such verification in addition to all other remedies available to Licensor.

3 LICENSE FEES; ROYALTIES; MAINTENNANCE FEES AND OTHER PAYMENTS

3.1 Subject to the terms and conditions of this Agreement, in exchange for the License for the Plant in accordance with the Purpose, Licensee will pay to Licensor an annual fee of seven hundred fifty thousand U.S. dollars ($750,000.00) (the "License Fee"). Upon the execution of any Additional Location Addendum, or should a Plant Conversion occur at the Plant or at any other facility subject to an Additional Location Addendum, Licensee will pay to Licensor an additional license fee in an amount that is based upon the amount of the License Fee set out in this Section 3.1 divided by the Benchmark for each such Additional Location (each an "Additional License Fee"). For the avoidance of doubt, an Additional License Fee in the amount of seven hundred fifty thousand U.S. dollars ($750,000.00) annually would allow Licensee to have annual biogas production up to the Benchmark at any facility subject to the Additional License Fee.

3.2 In any year that the Plant produces a quantity of biogas greater than the Benchmark, Licensee will pay to Licensor three thousand dollars ($3,000.00) per Gj of biogas production above the Benchmark (the "Baseline Royalties"). Should the Parties mutually agree to enter into any Additional Locations License, or should a Plant Conversion occur in accordance with Section 1.8 herein, Licensee will pay to Licensor two thousand two hundred ($2,200.00) per Gj of biogas that is (i) derived from the Additional Locations, and (ii) attributable to production above the Benchmark (the "Heightened Royalties" and, together with the Baseline Royalties, the "Royalties").

3.3 Notwithstanding anything herein to the contrary, Licensee and Licensor agree that, in the event a Plant Conversion occurs, the Baseline Royalties due pursuant to this Agreement will automatically convert to Heightened Royalties without further action by any party. Should a Plant Conversion occur during any calendar year (as determined in accordance with Section 1.8), upon the conclusion of such calendar year, Licensee will include any past-due amounts reflecting the difference between the Baseline Royalties and the Heightened Royalties owed to Licensor for prior calendar months within such calendar year as a result of the Plant Conversion ("Plant Conversion Fees") within the detailed written calculation of the Heightened Royalties owed for the final calendar month. For the avoidance of doubt, Plant Conversion Fees will be deemed to be payable in full within thirty (30) calendar days from the date of Licensor's invoice for such final calendar month. Notwithstanding anything herein to the contrary, following a Plant Conversion, should the Expanded Plant revert to the Plant, as solely determined by Licensor in good faith upon the conclusion of the calendar year, Licensor will be entitled to, and will not be required to refund any portion of, the Heightened Royalties and/or the Heightened License Fees for such calendar year; *provided that* the Expanded Plant will initially be designated as the Plant for the following calendar year.

3.4 Any undisputed amount not paid when due in accordance with this Agreement will accrue interest from the date when due until paid in full (including interest owed) at the rate of the lesser of ten percent (10%) per annum or the highest rate permitted by laws of the Province of Alberta, as may be amended from time to time. Licensee will not be required to pay interest on amounts not paid when due in accordance with this Agreement; *provided* (i) Licensee disputes such amounts in good faith and with a reasonable basis established by Licensee's records (a "Good Faith Dispute"); and (ii) Licensee complies with the procedures set forth in Section 4.5 with respect to such amounts.

3.5 All payments due will be made by Licensee without deduction for taxes, assessments, or other charges of any kind that may be imposed by any government with respect to any amounts payable. Licensee agrees to pay any and all applicable taxes or levies due to any applicable governmental entity resulting from this Agreement or Licensee's exercise of its rights hereunder, other than any taxes on Licensor's net income.

4 INVOICING AND PAYMENT

4.1 Licensee agrees to pay Licensor the License Fee, any Additional License Fee (the "License Fees") and the Royalties, as set out in Section 3 herein and in accordance with this Agreement in consideration for the License. Licensee acknowledges and agrees that all payments due will be made by Licensee without deduction for excise taxes, assessments, VAT or other charges of any kind that may be imposed by any government with respect to any amounts payable. Licensee agrees to pay any and all such applicable taxes or levies due to any applicable governmental entity resulting from this Agreement or Licensee's exercise of its rights hereunder, provided, however, that Licensor shall be solely responsible for all income or similar taxes on amounts paid by Licensee to Licensor hereunder.

4.2 License Fees. Licensee shall pay Licensor each License Fee incurred under Section 3.1 of this Agreement, including any Additional License Fee, upon commissioning of the ethanol plant. Each annual period shall start in the month the ethanol plant is commissioned and each License Fee shall be paid in twelve equal installments on or before the first day of each month for that month. The License Fees shall be adjusted by the Canadian annual national rate of inflation based upon the consumer price index, as reported by the Statistics Canada, on an annual basis.

4.3 Royalties. Within thirty (30) days of the end of each year of the Term, Licensee shall provide to Licensor production data on the Plant for the preceding twelve (12) months together with full payment of any Royalties due for that period pursuant to Section 3.2 herein.

4.4 Maintenance Fee. In consideration of the Maintenance Services, Licensee shall pay Licensor a monthly fee of three thousand two hundred dollars ($3,200.00) (the "Maintenance Fee"). Licensee shall pay Licensor the Maintenance Fee on or before the first day of each month for that month. Licensor shall have the right to change the Maintenance Fee upon no less than thirty (30) days prior written notice to Licensee; provided, however, that Licensor shall change the Maintenance Fee no more than once each twelve (12) months during the Term hereof.

4.5 If any portion of an amount due to Licensor under this Agreement is subject to a Good Faith Dispute between the parties, Licensee will pay to Licensor, on the date such amount is due, all amounts not subject to the Good Faith Dispute. Within ten (10) calendar days of Licensee's receipt of an invoice that includes amounts subject to a Good Faith Dispute, an authorized officer of Licensee will notify Licensor in writing of the specific items in dispute, describing in detail Licensee's reason for disputing each such item. Within ten (10) calendar days of Licensor's receipt of such notice, the parties will comply with the dispute resolution and arbitration procedures set forth in Section 13.5.

4.6 Licensee will maintain complete and accurate books and records and supporting documentation with respect to its financial statements, including, without limitation, its calculation of Gross Revenue. No later than ten (10) business days following receipt of a request by Licensor, Licensee will deliver to Licensor such financial statements and information of Licensee as Licensor may reasonably request to verify the calculation of the Royalties.

4.7 Licensor will have the right, annually and at its own expense, for the Term of this Agreement and after the conclusion of the Term, to have an independent, certified public accountant review Licensee's books and records covering the five (5)-year period prior to the date of such review, upon reasonable notice and during business hours. Notwithstanding the foregoing, should the audit or examination indicate any underpayment of amounts due pursuant to this Agreement, or that the books and records were inadequate to permit any determination of proper or improper payment, the costs of the audit or examination will be paid by Licensee.

5 INTELLECTUAL PROPERTY OWNERSHIP AND RELATED MATTERS

5.1 Except as expressly set forth in Section 2.1 of this Agreement, no license or other rights, title, or interests in and to the Biogas Technology and/or the Biogas Intellectual Property are granted or otherwise transferred to Licensee hereunder. Except as expressly set forth in Section 2.1 of this Agreement, Licensor retains all rights, title and interests in and to the Biogas Technology and the Biogas Intellectual Property, and, as between Licensor and Licensee, is the sole and exclusive owner of the Biogas Technology and the Biogas Intellectual Property.

5.2 Licensee waives any moral rights as an author of any Biogas Technology and/or Biogas Intellectual Property. To the extent that for any reason all rights, title and interests in and to the Biogas Technology and/or the Biogas Intellectual Property do not automatically vest in Licensor pursuant to this Agreement and instead vest in Licensee, Licensee hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Biogas Technology and the Biogas Intellectual Property to Licensor.

5.3 <u>Improvements</u>.

5.3.1 Licensor will be the sole and exclusive owner of any and all Improvements developed pursuant to this Agreement by or on behalf of Licensor, by or on behalf of Licensee and/or jointly by Licensor and Licensee. Licensor will have all rights, title and interest in and to any and all Improvements. Licensee waives any moral rights as an author of any Improvements.

5.3.2 Licensee will promptly, but in no event later than ten (10) calendar days after conception, advise and inform Licensor, in writing, of any and all Improvements of which Licensor has not previously been advised or informed in writing. To the extent that for any reason all rights, title and interests in and to any and all Improvements do not automatically vest in Licensor pursuant to this Agreement and instead vest in Licensee, Licensee hereby assigns, conveys and transfers, and agrees to assign, convey and transfer,.without further consideration, all of its rights, title and interest in and to any and all Improvements to Licensor.

5.3.3 Should Licensee seek to exploit any Improvements, Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties either enter into a separate license agreement governing such Improvements, or amend this Agreement to grant a license to such Improvements, as Licensor in its sole discretion may elect (an "Improvements License"). Licensor agrees to negotiate the terms of an Improvements License in good faith; *provided* that the parties agree that any such Improvements License at the Plant and/or at any Additional Location, as applicable, will be a fully-paid license.

5.4 New Intellectual Property.

5.4.1 Licensor will be the sole and exclusive owner of any and all New Intellectual Property developed: (i) pursuant to this Agreement by or on behalf of Licensor, by or on behalf of Licensee and/or jointly by Licensor and Licensee; and/or (ii) pursuant to any Visit (as defined herein). Licensor will have all rights, title and interest in and to any and all New Intellectual Property. Licensee waives any moral rights as an author of any New Intellectual Property.

5.4.2 Licensee will promptly, but in no event later than ten (10) calendar days after conception, advise and inform Licensor, in writing, of any and all New Intellectual Property of which Licensor has not previously been advised or informed in writing. To the extent that for any reason all rights, title and interests in and to any and all New Intellectual Property do not automatically vest in Licensor pursuant to this Agreement and instead vest in Licensee, Licensee hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interest in and to any and all New Intellectual Property to Licensor.

5.4.3 Should Licensee seek to exploit any New Intellectual Property, Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties either enter into a separate license agreement governing such New Intellectual Property or amend this Agreement to grant a license to such New Intellectual Property, as Licensor in its sole discretion may elect (a "New IP License"). Licensor agrees to negotiate the terms of a New IP License in good faith; *provided* that the parties agree that any such New IP License at the Plant and/or at any Additional Location will bear a license fee to be negotiated in good faith by the parties, but in any event such license fee shall not exceed the fee that Licensor has charged to any third party for a license to the New Intellectual Property under terms similar to the New IP License. For the avoidance of doubt, the New IP Royalties will be in addition to any Royalties and/or License Fees pursuant to this Agreement.

5.5 Licensee agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with Licensor's ownership of and rights with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property, including, without limitation, any assertion of ownership by Licensee with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property.

5.6 All media releases, public announcements and public disclosures by either party relating to this Agreement, its subject matter, or the parties' joint exploitation of the Biogas Technology and/or the Biogas Intellectual Property will be subject to the other party's review and approval (with such reviewing party acting in good faith and in a reasonable manner) prior to release. Notwithstanding the foregoing, this restriction does not apply to any release, announcement or disclosure: (i) intended solely for internal distribution by a party; (ii) related to solely Licensor's exploitation of the Biogas Technology and/or the Biogas Intellectual Property; (iii) related to any Improvements and/or any New Intellectual Property; and/or (iv) required by Section 7.2.

5.7 Notwithstanding anything herein to the contrary, this Agreement does not confer the right to, and Licensee agrees it will not, exploit Licensor's trademarks, service marks, logos, trade names, corporate names or other indicia of ownership or distinctive identifiers relating to the "Highmark Renewables Research Limited Partnership" entity.

6 FURTHER ASSURANCES

6.1. Should Licensee permit any third party to make use of resources at the Plant or be on Plant premises for a period equal to or greater in duration than one (1) hour ("Visits" and, each third party Visiting, a "Visitor"), Licensee stipulates that each Visitor will execute an agreement prior to the Visit (the "Visitor Agreement," a form of which to be used with entities is attached hereto as Schedule B and a form of which to be used with individuals is attached hereto as Schedule C) providing that, in addition to any other terms as Licensor may reasonably request,

6.1.1 Visitor covenants that Licensor is the sole and exclusive owner of the Biogas Technology and the Biogas Intellectual Property, and that Licensor retains all rights, title and interests in and to the Biogas Technology and the Biogas Intellectual Property. Visitor waives any moral rights as an author of any Improvements and/or New Intellectual Property.

6.1.2 To the extent that for any reason all rights, title and interests in and to the Biogas Technology, the Biogas Intellectual Property, any Improvements or any New Intellectual Property do not automatically vest in Licensor pursuant to the Visitor Agreement and instead vest in Visitor, Visitor hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property to Licensor.

6.1.3 Visitor agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with Licensor's ownership of and rights with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property, including, without limitation, any assertion of ownership by Visitor with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property.

6.1.4 Visitor agrees to be bound by obligations of confidentiality and, when Visitor is an entity rather than an individual, indemnification, at least as extensive (and, with respect to obligations of confidentiality, restrictive) as those set forth in this Agreement with respect to Licensee. Furthermore, when Visitor is an entity rather than an individual, Visitor agrees that Licensor, in addition to such other remedies, which may be available, will be entitled to seek specific performance and other injunctive relief in the event of Visitor's breach of the Visitor Agreement.

6.1.5 When Visitor is an entity rather than an individual, Visitor will ensure that all of its employees, independent contractors, consultants, agents, representatives and any other personnel:

6.1.5.1 Maintain accurate and complete records of all activities taking place during the Visit, including, without limitation, the documentation of any and all Improvements, and any New Intellectual Property;

6.1.5.2 Properly and prior to the commencement of their service status or the Visit, as applicable, sign a confidentiality and intellectual property assignment agreement with Visitor substantially in the form set forth on Schedule C hereto; and

6.1.5.3 Properly and periodically, including, without limitation, upon the request of Licensor, the entity Visitor shall, subsequent to the commencement of the Visit and pursuant to Visitor Agreement, assign, convey and transfer to Licensor any and all of their rights, title and interests in and to any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property.

6.2 Licensee agrees to periodically provide to Licensor, including, without limitation, upon Licensor's request, Visitor Agreements executed by Visitors during the Visit, and upon the conclusion of the Visit.

6.3 Licensee agrees to maintain, subject to the terms and conditions in this Section 6 and at its own expense, records (the "Records") of all of its employees, independent contractors, consultants, agents, representatives and any other personnel exploiting, in any manner and to any extent, the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property, which such obligations will include, without limitation, maintaining authenticated copies of any agreements made with any such persons or entities. Licensee agrees to maintain the Records using a commercially reasonable standard of care.

6.4 Licensee will ensure that all of its employees, independent contractors, consultants, agents, representatives and any other personnel:

6.4.1 Maintain accurate and complete records of all activities, including, without limitation, the documentation of any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property;

6.4.2 Properly and prior to the commencement of their service status or the Effective Date, as applicable, assign, convey and transfer to Licensee any and all of their rights, title and interests in and to any and all Biogas Technology and Biogas Intellectual Property;

6.4.3 Properly and prior to the commencement of their service status or the Effective Date, as applicable, waive any moral rights as authors of the Biogas Intellectual Property;

6.4.4 Properly and prior to the commencement of their service status or the Effective Date, as applicable, sign a confidentiality and intellectual property assignment agreement with Licensee substantially in the form set forth on Schedule C hereto; and

6.4.5 Properly and periodically, including, without limitation, upon the request of Licensee, sign intellectual property assignment agreements with Licensee subsequent to the Effective Date, assigning, conveying and transferring to Licensee any and all of their rights, title and interests in and to any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property.

6.5 Licensee agrees, during and after the Term of this Agreement, to perform all acts deemed necessary or desirable by Licensor and to use its best efforts to provide all assistance, cooperation and information requested by Licensor in order to permit and assist Licensor in obtaining and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in and to any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property. Licensee agrees that its obligation and the obligation of its employees, independent contractors, consultants, agents, representatives and any other personnel to execute or cause to be executed, when it is in its or their power to do so, any such instrument or papers will continue during and at all times after the end of any relationship or arrangement with Licensor. In particular, but without limitation:

6.5.1 Licensee agrees to take all necessary and appropriate measures as determined by Licensor, at Licensee's sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to Licensor of any and all rights, title and interest in and to the Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property.

6.5.2 Licensee agrees to provide to Licensor, at Licensee's sole cost and expense, any written, electronic and oral information regarding any and all aspects of the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property in response to a reasonable request by Licensor for such information.

6.6 If Licensor is unable, for any reason, to secure any signatures from Licensee, its employees, independent contractors, consultants, agents, representatives or any other personnel, to apply for or to pursue any application for any Canadian, United States, PCT or foreign letters patent, mask work, copyright registration, or trademark registration covering inventions, mask works, original works of authorship or trademarks assigned to Licensor herein, then Licensee hereby irrevocably designates and appoints Licensor and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on Licensee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and/or transfer of letters patent, mask works, copyright registrations, or trademark registrations thereon with the same legal force and effect as if executed by Licensee or its employees, independent contractors, consultants, agents, representatives or any other personnel. Pursuant to this Section 6.6, Licensee hereby agrees and stipulates that any and all such decisions made on Licensee's behalf and stead by Licensor or its officers or agents are, and will be deemed to be, fully informed and voluntary decisions by Licensee, and any and all such decisions are, and will be deemed to have been, made with the complete and unconditional agreement of, authorization by and consent of Licensee.

6.7 Licensee hereby releases, discharges and covenants not to assert against Licensor and its Representatives (as defined herein) all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to any and all decisions made on Licensee's behalf and stead by Licensor or its officers or agents pursuant to Section 6.6, including, but not limited to, any and all claims of breach of fiduciary duty by Licensor or its officers or agents, notwithstanding whether such a fiduciary duty exists, and any claims arising from or related to the existence of any agency relationship or any liability stemming therefrom.

6.8 If Licensee believes, knows, or is on notice, constructive or actual, that any of the enforceable rights in the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property are being infringed by a third party, Licensee will promptly notify Licensor in writing of said infringement and will provide to Licensor any reasonable evidence thereof.

6.9 If Licensor brings an action or proceeding to enforce or defend any of its rights in or to the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property, Licensee will provide all reasonable assistance, cooperation and information to Licensor to assist Licensor in preparing for and enforcing its interests and rights under this Agreement. In particular, among other things and notwithstanding Licensee's other obligations hereunder, Licensee agrees to render all reasonable assistance by promptly providing documents in any form requested by Licensor and locating and making its personnel available as witnesses. This reasonable assistance will be provided throughout any and all stages of the action or proceeding, including, without limitation, investigation, preparation, pre-trial, motions, trial and appeal.

7 CONFIDENTIAL INFORMATION

7.1 Licensee agrees to: (i) maintain Licensor's Confidential Information in strict confidence and with the level of care given to Licensee's own most sensitive information, which will in no event be less than a reasonable standard of care; (ii) not disclose, make available, or permit others to make available Licensor's Confidential Information, apart from Licensee's Representatives where disclosure is appropriate in light of such Representative's role; and (iii) not use the Confidential Information of Licensor for any purpose other than to perform Licensee's obligations or exercise Licensee's rights pursuant to this Agreement. Licensee agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or made available by its Representatives in violation of the terms of this Agreement.

7.2 Confidential Information does not include information that: (i) is or becomes generally known in the public domain through no act or omission of Licensee; (ii) Licensor regularly discloses to third parties without restriction on disclosure; (iii) is independently developed by employees or independent contractors of Licensee who had no access to any Confidential Information; or (iv) is already rightfully known to Licensee (as conclusively established by its records) without nondisclosure obligations before Licensee received such information. In addition, Licensee may use or disclose Confidential Information to the extent: (i) approved in writing by Licensor; or (ii) required by law, rule, regulation, code, or legal process, or pursuant to a subpoena, court order, or other similar process or governmental requirement; *provided, however*, that prior to any such compelled disclosure, Licensee will (to the extent permitted by such disclosure requirement) give Licensor reasonable advance notice of any such disclosure and cooperate with Licensor in protecting against any such disclosure and/or obtaining a protective order.

7.3 Upon termination or expiration of this Agreement, the restrictions on the use and disclosure of Confidential Information will continue in full force and effect even after this Agreement expires or is terminated for a period of ten (10) years. Upon the termination or expiration of this Agreement, or earlier upon request of Licensor, Licensee will either, at Licensor's request: (i) return all materials embodying or derived from the Confidential Information; or (ii) destroy all such materials, rendering them unusable, and thereafter provide Licensor with written confirmation of such destruction.

8 INDEMNIFICATION AND INSURANCE

8.1 Each party will indemnify, defend and hold harmless the other party and its equity holders, partners, directors, officers, employees, independent contractors, consultants, agents, representatives, successors and assigns (each, a "Representative") from and against all claims, causes, allegations (whether threatened or pending), judgments, liabilities, obligations, damages, expenses, costs, fees (including reasonable attorneys' fees) and losses arising from or related to:

8.1.1 any liability arising from or related to its own gross negligence or intentional misconduct; and

8.1.2 any breach of this Agreement arising from or related to its own action or inaction.

8.2 Licensee agrees to indemnify, defend and hold harmless Licensor and its affiliates (other than Licensee), and their respective Representatives, from and against all claims, causes, allegations (whether threatened or pending), judgments, liabilities, obligations, damages, expenses, costs, fees (including reasonable attorneys' fees) and losses arising from or related to:

8.2.1 Any exploitation or modification of the Biogas Technology and/or Biogas Intellectual Property by Licensee not approved by Licensor that infringes, misappropriates, or violates any Intellectual Property right of any third party; and/or

8.2.2 Licensee's combination, operation, or exploitation of the Biogas Technology and/or Biogas Intellectual Property with any items not intended for use with the Biogas Technology and/or Biogas Intellectual Property that infringes, misappropriates, or violates any Intellectual Property right of any third party.

8.3 Should Licensor deem it necessary or desirable, any such claim set forth in Section 8.2 will be defended at Licensee's expense by counsel retained by Licensee and approved by Licensor, in its sole discretion.

8.4 To effectuate certain obligations required pursuant to this Agreement, each party will procure and maintain, for the Term of this Agreement and for a period of five (5) years thereafter, commercial general liability insurance, comprehensive automobile liability insurance, workers' compensation insurance and employers' liability insurance. Each party will procure and maintain policies, with respect to commercial general liability insurance and comprehensive automobile insurance, of not less than five million dollars ($5,000,000.00) per occurrence, and with respect to workers' compensation insurance and employers' liability insurance, as required by law. Each party will seek policies from able and solvent insurance companies and each party's policy will name the other party as an additional insured.

9 DISCLAIMER OF WARRANTIES

9.1 THE BIOGAS TECHNOLOGY, THE BIOGAS INTELLECTUAL PROPERTY AND ALL RIGHTS PROVIDED HEREUNDER ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, HIDDEN DEFECTS, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF A COURSE OF DEALING.

10 LIMITATION OF LIABILITY

10.1 LICENSOR WILL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR LOST REVENUE, HOWEVER CAUSED, AND WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED THE AGGREGATE OF THE AMOUNTS PAID TO LICENSOR FOR THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT CAUSING SUCH LIABILIT

11 TERM AND TERMINATION

11.1 This Agreement will take effect on the Effective Date and will remain in effect for the lifetime of the Plant (the "Term"), unless earlier terminated in accordance with this Section 11.

11.2 Either party may terminate this Agreement upon written notice to the other party if the other party commits any material breach of this Agreement, including, without limitation, the obligation to pay any amounts due hereunder, and such breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) calendar days following written notice of such failure. Termination pursuant to this Section 11.2 will be effective upon the expiration of such thirty (30) calendar day period if the breach has not been cured in the manner described in this Section 11.2.

11.3 Upon the conclusion of the Term: (i) Licensee agrees and stipulates that it will cease using the Biogas Technology and the Biogas Intellectual Property, and will provide Licensor with written confirmation thereof by an authorized officer of Licensee; (ii) Licensee will pay any monies due pursuant to this Agreement within thirty (30) calendar days from the date of Licensor's final invoice to Licensee; and (iii) the parties will comply with the information requirements set forth in Section 7.3.

11.4 The terms and conditions which by their nature should survive the termination of this Agreement shall so survive, and shall be binding upon the Parties' executors, administrators, heirs, assigns and other legal representatives. Termination of this Agreement shall not relieve a Party from any obligation accruing or accrued by the date of such termination, nor deprive a Party not in default of any remedy otherwise available to it.

12 NON-SOLICITATION

12.1 During the Term and for the two (2)-year period following the Term, Licensee will not, without the prior written consent of Licensor, indirectly or directly, individually or together with, or through any other person or entity: (i) approach, attempt to hire, solicit to hire and/or hire any person, entity, and/or personnel of any entity employed or engaged (whether as an employee or independent contractor) then or within the preceding six (6) months by Licensor; and/or (ii) counsel any person, entity, and/or personnel of any entity then employed or engaged by Licensor (whether as an employee or independent contractor) to leave Licensor's employment or engagement.

13 MISCELLANEOUS

13.1 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid registered mail, fax transmission, email or by courier service, addressed as follows:

TO LICENSOR:

Attn: CEO
Highmark Renewables Research Corp.
#128, 14-9977-178 Street, Edmonton,
Alberta, Canada T5T 6J6

Fax: (780) 429-4453
Email: shanechrapko@gmail.com
Email: Evan.Chrapko@gmail.com

TO LICENSEE:

Attn: General Manager
Growing Power Management Ltd.
Box 130 Vegreville, Alberta, Canada T9C 1R1
Fax: (780) 768-3888
Email: info@GrowingPower.com

13.1.1 Notices sent by prepaid registered mail or courier services shall be deemed to be received by the addressee on the fifth (5th) day (excluding Saturdays, Sundays, statutory holidays and any period of postal disruption) following the mailing thereof.

13.1.2 Notices personally served shall be deemed received when actually delivered or transmitted, provided such delivery or transmission shall be during normal business hours.

13.1.3 Notices sent by fax or email shall only be deemed received when actually received by the recipient.

13.2 Waiver. No provisions of this Agreement may be waived, terminated, modified, or discharged, orally or otherwise, except by a writing of subsequent date hereto which is executed by a party against whom the waiver, termination, modification, or discharge is sought to be enforced.

13.3 No Estoppel For Failure to Enforce. Failure by a party to this Agreement to enforce any right under this Agreement, for any length of time or for any reason, does not negate or otherwise cancel that right. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement.

13.4 Severability. If any terms of this Agreement are found to be unenforceable at law by way of contravening public policy or by virtue of internal inconsistency within the Agreement, to the extent possible the obvious intent of the Agreement will replace such term(s) and, failing that possibility, the offending term(s) will be deemed struck without affecting the enforceability of any of the rest of the Agreement.

13.5 Arbitration and Governing Law. In the event of any dispute among the parties arising from or related to this Agreement (a "Dispute"), each party agrees to cooperate with the other party and mutually work together in good faith towards the resolution of the Dispute for a thirty (30) calendar day period following written notice to the other party, as provided for in this Agreement (the "Resolution Period"). In the event that the parties fail to resolve the Dispute within the Resolution Period, the parties agree that they will resolve the Dispute by arbitration and not by legal proceedings, legal action, or legal process. Any arbitration will be conducted in accordance with the Arbitration Act of the Province of Alberta (the "Arbitration Act"). The parties agree that there will be three (3) neutral arbitrators (the "Arbitrators") appointed in accordance with the Arbitration Act, at least one (1) of whom has been actively engaged in the practice of law for at least ten (10) years and is experienced in the area of intellectual property and technology transfer law and transactions. Except as otherwise required by the Arbitration Act, the Arbitrators will apply the laws of the Province of Alberta. Any award or decision obtained from any such arbitration will be final and binding upon the parties, and judgment upon any award thus obtained may be entered in the Law Courts of the City of Edmonton in the Province of Alberta. This Agreement will be governed by and construed under the laws of the Province of Alberta, without reference to any Choice of Law provisions therein.

13.6 Limitation of Actions. Subject to Section 13.5, Licensee may not bring any action, claim, or proceeding, regardless of form, arising out of or relating to this Agreement more than two (2) years after the event giving rise to such action, claim, or proceeding.

13.7 Compliance with Laws. Licensee will, at its own expense, use the Biogas Technology and/or the Biogas Intellectual Property in a careful and proper manner and will comply with and conform to all Federal, Provincial, Municipal and local laws, rules, codes, regulations and ordinances.

13.8 Injunctive Relief. The restrictions contained in this Agreement are necessary for the protection of the goodwill and business of Licensor and are considered by Licensee to be reasonable for such purpose. Notwithstanding Section 13.5, in the event of any Dispute in which, due to the subject matter of the Dispute and the potential for substantial, immediate and irrevocable harm to Licensor, time is of the essence in securing equitable remedies, the parties agree that, in addition to such other remedies which may be available, Licensor will be entitled to seek specific performance and other injunctive relief.

13.9 Third-Party Beneficiaries. This Agreement does not benefit or create any legal or equitable right, remedy, or claim in or on behalf of any third party other than the parties and their respective successors and permitted assigns, and validly court-appointed administrators, if any. This Agreement and all of its terms and conditions are for the sole and exclusive benefit of the parties, their respective successors and permitted assigns, and validly court-appointed administrators, if any.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together but one and the same document.

13.11 Headings. Headings and titles used in this Agreement are for convenience and ease of reference and do not carry or imply any interpretive value for the respective legal terms and concepts being labeled.

13.12 Entire Agreement and Amendment. This Agreement constitutes the entire agreement among the parties concerning the subject matter discussed herein, and supersedes all prior agreements, correspondence, representations and writings regarding its subject matter. No change, alteration or modification to this Agreement may be made, except in writing, signed by the parties hereto.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HIGHMARK RENEWABLES RESEARCH CORP.

By: Evan V Chrapko
Name:
Title:

GROWING POWER MANAGEMENT LTD.

By: ____________________
Name:
Title:

SCHEDULE A

BIOGAS TECHNOLOGY

The Biogas Technology is described as follows: The basic concept of the technology is to treat manure and other organic waste materials as a resource rather than a waste, focus on resource recovery, including energy, nutrients, and water, and mitigate greenhouse gas emissions and other environmental impacts. The technology is comprised of seven major components: manure (organic materials) handling, biogas production, biogas utilization, liquid/solid separation, nutrient recovery system, bio-based fertilizer production and an integrating system. The manure handling system is comprised of an ALLU bucket and the central dump hopper. Fresh manure or organic materials enters the central dump hopper through an ALLU bucket, where large foreign objects will be removed. The dump hopper is equipped to adjust temperature and the solid/liquid ratio of manure to a predetermined level. Biogas production is achieved through anaerobic digestion. The temperature in the anaerobic digesters is maintained at 55 to 60°C, which will create an optimal growth temperature for a consortium of thermophilic bacteria. This condition will shorten the hydraulic retention time, destroy over 99% of pathogens present in raw manure and maximize biogas production. Biogas utilization includes a co-generation unit, which is connected to the grid, and a heat exchanger system, which allows delivery of waste heat produced by the co-generation unit to digesters, the hopper and fertilizer production system. After the anaerobic digestion that produces biogas, the remaining material is transferred to a system for liquid/solid separation. The liquid is then treated in the nutrient recovery system through physical and chemical processes to recover nitrogen and phosphate and produce reusable water. The solids are processed through an aggregation process combined with a nutrient enrichment process, if required, to produce solid bio-based fertilizer with balanced nutrients. The bio-based fertilizer will be produced in different forms and moisture contents depending on the end uses and transportation requirements. The rate of nutrient release from the bio-based fertilizers may be controlled by the aggregate size and density. The last component is to integrate all these processes and optimize each component and makes anaerobic digestion and nutrient recovery from manure or other organic wastes an economically viable operation. This integrated process will mitigate greenhouse gas emissions and reduce other negative environmental impacts associated with manure and organic waste management.

The technology further includes improvements to the anaerobic digestion system, whereby the improved system is demonstrably capable of treating the type of organic waste material that occurs in the highest concentration, which is generally very high in solids and fibers and is highly heterogeneous. The improvements are comprised of apparatus, methods, and systems for processing waste, in which at least a portion of the waste is disrupted to release embedded hard particulates, and the released hard particulates are segregated therefrom. The processed waste can then be diluted to decrease the solid content. The improvements further comprise apparatus, methods and systems that break up bulky structures contained in the waste prior to dilution.

The Biogas Technology expressly includes, but are not limited to, the inventions comprising the entire disclosure and claims of United States Patent Nos. 7,771,598; 7,927,491; and 7,014,768; U.S. Patent Application Publication Nos. US-2010-0136629-A1 and US-2010-0297740-A1; U.S. Provisional Application Nos. 61/364,861 and 61/387,575; and Canadian patent 2,416,690.

SCHEDULE B

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is by and between Highmark Renewables Research Corp. ("HRR"), Growing Power Management Ltd. ("Growing Power" and, together with HRR, the "Hosts") and ______________________ (the "Assignor" and, together with the Hosts, each a "Party" and together, the "Parties"), and is effective as of the ______ day of __________, 20___ (the "Effective Date").

WHEREAS A, Assignor wishes to make use of certain resources at the proposed biogas facility commonly referred to by the Hosts as the "Growing Power Hairy Hill Integrated Biorefinery," located near Vegreville, Alberta, Canada (the "Plant") for a period of time to be mutually agreed to by the Parties (the "Visit"); and

WHEREAS B, In connection with the Visit, Assignor desires and intends to, and does hereby convey, transfer and assign to HRR any and all rights, title and interest in and to any and all Assignor Intellectual Property (as defined herein) it or its Representatives (as defined herein) may have for the duration and upon the conclusion of the Visit in consideration for the Hosts permitting the Visit; and

WHEREAS C, The Hosts wish to have Assignor Visit the Plant and desire for all ownership of the Assignor Intellectual Property to vest in HRR.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions.

(a) "Assignor Intellectual Property" means any and all Intellectual Property that is: (i) made, conceived, created, developed, reduced to practice, or acquired by Assignor either before, on, or after the Effective Date; and (ii) arises from, is related to, or otherwise pertains to Assignor's Visit, Assignor's exploitation of the Plant and/or any relationship or arrangement between Assignor and either Host arising from or related to this Agreement or the Visit (the "Use of the Plant").

(b) "Confidential Information" means information maintained by either Host as confidential and not generally known within the industry. Confidential Information will include, without limitation, Assignor Intellectual Property and any other business, technical, or financial information that satisfies the conditions set forth in the preceding sentence.

(c) "Intellectual Property" means: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, procedures, combination of steps, technical and other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, purchasing techniques, supplier lists, supplier information and advertising strategies; (vi) any and all rights to obtain, register, perfect and enforce contractual, proprietary and statutory interests, among others, in and to the foregoing in any country, region, or jurisdiction of the world; and (vii) any and all rights to file and prosecute any past or current patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, corrections, extensions and re-examinations thereof, whether foreign or domestic.

(d) "Representatives" mean directors, officers, limited and general partners, employees, independent contractors, consultants, agents, representatives and any other personnel.

2. Assignment and Further Assurances.

(a) The Parties agree that HRR retains all rights, title and interests in and to the Assignor Intellectual Property, and is the sole and exclusive owner of the Assignor Intellectual Property, in each instance, whether created prior to or subsequent to the Effective Date. Assignor waives, and agrees to waive, any moral rights as an author of any Assignor Intellectual Property. To the extent that for any reason all rights, title and interests in and to the Assignor Intellectual Property do not automatically vest in HRR pursuant to this Agreement and instead vest in Assignor, Assignor hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Assignor Intellectual Property to HRR.

(b) Assignor agrees to perform all acts deemed desirable by the Hosts and to use its best efforts to provide all assistance, cooperation and information requested by the Hosts in order to permit and assist HRR in obtaining and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in and to any and all Assignor Intellectual Property. Without limiting the foregoing, Assignor agrees to take all appropriate measures as determined by HRR, at Assignor's sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to HRR of any and all rights, title and interest in and to the Assignor Intellectual Property. Assignor agrees that its obligation and the obligation of its Representatives to comply with the requirements set forth in this Section 2, when it is in its or its Representatives' power to do so, will continue during and at all times after the conclusion of the Visit.

(c) If HRR is unable, for any reason, to secure any signatures from Assignor or its Representatives to apply for or to pursue any application for any Canadian, United States, PCT or foreign letters patent, mask work, copyright registration, or trademark registration covering inventions, mask works, original works of authorship or trademarks assigned to HRR herein, then Assignor hereby irrevocably designates and appoints HRR and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and/or transfer of letters patent, mask works, copyright registrations, or trademark registrations thereon with the same legal force and effect as if executed by Assignor or its Representatives. Pursuant to this Section 2(c), Assignor hereby agrees and stipulates that any and all such decisions made on Assignor's behalf and stead by HRR or its officers or agents are, and will be deemed to be, fully informed and voluntary decisions by Assignor, and any and all such decisions are, and will be deemed to have been, made with the complete and unconditional agreement of, authorization by and consent of Assignor.

(d) Assignor hereby releases, discharges and covenants not to assert against HRR and/or its Representatives all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to any and all decisions made on Assignor's behalf and stead by HRR or its officers or agents pursuant to Section 2(c), including, but not limited to, any and all claims of breach of fiduciary duty by HRR or its officers or agents, notwithstanding whether such a fiduciary duty exists, and any claims arising from or related to the existence of any agency relationship or any liability stemming therefrom.

(e) If Assignor believes, knows, or is on notice, constructive or actual, that any of the enforceable rights in the Assignor Intellectual Property are being infringed by a third party, Assignor will promptly notify the Hosts in writing of said infringement and will provide to the Hosts any reasonable evidence thereof.

(f) If HRR brings an action or proceeding to enforce or defend any of its rights in or to the Assignor Intellectual Property, Assignor will provide all reasonable assistance, cooperation and information to the Hosts to assist HRR in preparing for and enforcing its interests and rights under this Agreement. In particular, among other things and notwithstanding Assignor's other obligations hereunder, Assignor agrees to render all reasonable assistance by promptly providing documents in any form requested by the Hosts and locating and making its Representatives available as witnesses. This reasonable assistance will be provided throughout any and all stages of the action or proceeding, including, without limitation, investigation, preparation, pre-trial, motions, trial and appeal.

(g) Assignor agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with HRR's ownership of and rights with respect to the Assignor Intellectual Property, including, without limitation, any assertion of ownership by Assignor with respect to the Assignor Intellectual Property.

(h) Assignor agrees to periodically provide to HRR, including, without limitation, upon HRR's request, an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as HRR may provide from time to time. Assignor will promptly disclose in writing to HRR any and all Assignor Intellectual Property of which it is aware (after reasonable diligence). Without limiting the foregoing, Assignor further agrees to provide to HRR an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as HRR may provide from time to time, upon the conclusion of its Visit and following the conclusion of any employment or other arrangement with any of its Representatives.

3. <u>Obligations and Understandings with Respect to Representatives.</u>

(a) Assignor agrees to maintain, subject to the terms and conditions in this Section 3 and at its own expense, records (the "<u>Records</u>") of all of its Representatives whose relationship with Assignor arises from or relates to Assignor's Use of the Plant, which such obligations will include, without limitation, maintaining authenticated copies of any agreements made with any such Representatives. Assignor agrees to use its best efforts to maintain the Records.

(b) Assignor will ensure that all of its Representatives:

(i) Maintain accurate and complete records of all activities taking place during the Visit, including, without limitation, the documentation of any Assignor Intellectual Property;

(ii) Properly and prior to the commencement of their service status or the Effective Date, as applicable, assign, convey and transfer to Assignor any and all of their rights, title and interest in and to any and all Intellectual Property, including, without limitation, any Assignor Intellectual Property;

(iii) Properly and prior to the commencement of their service status or the Effective Date, as applicable, waive any moral rights as authors of any Intellectual Property, including, without limitation, any Assignor Intellectual Property;

(iv) Properly and prior to the commencement of their service status or the Effective Date, as applicable, sign a confidentiality and intellectual property assignment agreement; and

(v) Properly and periodically, including, without limitation, upon the request of HRR and upon the conclusion of the Representative's service status, sign confidentiality and intellectual property assignment agreements subsequent to the Effective Date, assigning, conveying and transferring to Assignor any and all of their rights, title and interest in and to any and all Assignor Intellectual Property.

4. Confidential Information.

(a) Assignor agrees to: (i) maintain each Host's Confidential Information in strict confidence and with the level of care given to Assignor's own most sensitive information, which will in no event be less than a reasonable standard of care; (ii) not disclose, make available, or permit others to make available each Host's Confidential Information, apart from Assignor's Representatives where disclosure is necessary for the Use of the Plant; and (iii) not use the Confidential Information of each Host for any purpose other than to perform Assignor's obligations or exercise Assignor's rights pursuant to this Agreement. Assignor agrees to take all steps to ensure that Confidential Information is not disclosed or made available by its Representatives in violation of the terms of this Agreement and agrees that it will be liable for a breach of the confidentiality obligations set forth in this Agreement by its Representatives. Assignor also agrees not to make copies of any Confidential Information except as authorized by both of the Hosts in writing.

(b) Confidential Information does not include information that: (i) is or becomes generally known in the public domain through no act or omission of Assignor; (ii) a Host regularly discloses to third parties without restriction on disclosure; (iii) is independently developed by employees or independent contractors of Assignor who had no access to any Confidential Information or personal with Confidential Information; or (iv) is already rightfully known to Assignor (as conclusively established by its records) without nondisclosure obligations before Assignor received such information. In addition, Assignor may use or disclose a Host's Confidential Information to the extent: (i) approved in writing by such Host; or (ii) required by law, rule, regulation, or code, or pursuant to a subpoena, court order, or other governmental requirement; *provided, however,* that prior to any such compelled disclosure, Assignor will give such Host reasonable advance written notice of any such disclosure and cooperate with such Host in protecting against any such disclosure and/or obtaining a protective order.

(c) In the event of the termination of this Agreement, the restrictions on the use and disclosure of Confidential Information will continue in full force and effect even after this Agreement is terminated. Upon the request of a Host, Assignor will either, at such Host's request: (i) return all materials embodying or derived from any Confidential Information; or (ii) destroy all such materials, rendering them unusable, and thereafter provide the Hosts with written confirmation of such destruction.

5. Release. Assignor hereby releases, discharges and covenants not to assert against either Host or its Representatives all claims, causes, obligations, rights of action, or liabilities of any kind or

nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to the Assignor Intellectual Property.

6. Miscellaneous.

(a) Representations and Warranties. Assignor represents and warrants that its performance of all the terms of this Agreement does not and will not breach any agreement or understanding Assignor has entered into, or will enter into, with any third party, including, without limitation, any agreement or understanding to keep in confidence proprietary information or materials acquired by Assignor in confidence or in trust prior to or during the Visit. Assignor will not induce the Hosts to use any Intellectual Property or non-public proprietary information or material belonging to a third party during the Visit in violation of such third party's rights.

(b) Publicity. Assignor will not disclose, make public or authorize or permit the disclosure, publication, or release of: (i) any Assignor Intellectual Property, any description or summary thereof, or any information arising from or relating thereto; and/or (ii) any information arising from or related to this Agreement, its subject matter, or the Use of the Plant.

(c) Indemnification. Assignor will indemnify, defend and hold harmless each Host and its equity holders, affiliates, Representatives, successors and assigns from and against all claims, causes, allegations (whether threatened or pending), judgments, liabilities, obligations, damages, expenses, costs, fees (including reasonable attorneys' fees) and losses arising from or related to: (i) its or its Representatives' negligence or intentional misconduct; (ii) any breach of this Agreement arising from or related to its or its Representatives' action or inaction; (iii) the bodily injury, sickness, disease or death of any person, or injury, damage or destruction to any property arising from or related to Assignor's Use of the Plant; (iv) the violation, infringement or misappropriation of the intellectual property or proprietary rights of any third party arising from or related to Assignor's Use of the Plant, including, without limitation, the Hosts; and/or (v) any exploitation, modification, operation, or use in combination of the Assignor Intellectual Property not approved by both Hosts that infringes, misappropriates, or violates any Intellectual Property right of any third party.

(d) Limitation on Liability. NEITHER HOST WILL BE LIABLE TO ASSIGNOR OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR LOST REVENUE, HOWEVER CAUSED, AND WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER HOST'S TOTAL LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (CDN$100).

(e) Non-Solicitation and Non-Disparagement. Assignor will not, without the prior written consent of both Hosts, indirectly or directly, individually or together with, or through any third party: (i) approach, attempt to hire, solicit to hire and/or hire any person, entity, and/or personnel of any entity employed or engaged (whether as an employee or independent contractor) then or within the preceding six (6) months by either Host; and/or (ii) counsel any person, entity, and/or personnel of any entity then employed or engaged by either Host (whether as an employee or independent contractor) to leave such Host's employment or engagement. Further, Assignor will take no action reasonably likely to negatively influence any of the Hosts' potential or current clients, customers, investors, partners or suppliers, or solicit, influence, or attempt to influence any client, customer, or other third party either directly or indirectly, to direct any purchase of products and/or services or investment to any third party in competition with the business of the Company. Assignor agrees not to make any oral, written, or electronic communication to any third party which has the effect, or is reasonably likely to have the effect, of damaging the reputation of, or otherwise work in any way to the detriment of, the Hosts.

(f) Survival. The obligations set out in Sections 1 through 5, 6(b) through 6(f), 6(h) through 6(j) and 6(l) herein will continue beyond any termination of this Agreement and shall be binding upon Assignor's executors, administrators, assigns and other legal representatives.

(g) Waiver. No provision of this Agreement may be waived, terminated, modified, or discharged, orally or otherwise, except by a writing of subsequent date hereto which is executed by the Party against whom the waiver, termination, modification, or discharge is sought to be enforced.

(h) No Estoppel For Failure to Enforce. Failure by a Party to this Agreement to enforce any right under this Agreement, for any length of time or for any reason, does not negate or otherwise cancel that right. Neither the course of conduct between the Parties nor trade usage will act to modify or alter the provisions of this Agreement.

(i) Third-Party Beneficiaries. This Agreement does not benefit or create any legal or equitable right, remedy, or claim in or on behalf of any third party other than the Parties and their respective successors and permitted assigns, and validly court-appointed administrators, if any. This Agreement and all of its terms and conditions are for the sole and exclusive benefit of the Parties, their respective successors and permitted assigns, and validly court-appointed administrators, if any.

(j) Injunctive Relief. The restrictions contained in this Agreement are necessary for the protection of the goodwill and business of the Hosts and are considered by Assignor to be reasonable for such purpose. Assignor agrees that any action or omission by Assignor in breach of this Agreement is likely to cause substantial and irrevocable damage, and, therefore, in the event of such breach, the Parties agree that the Hosts, in addition to such other remedies which may be available, will be entitled to seek specific performance and other injunctive relief.

(k) Entire Agreement and Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter discussed herein, and supersedes all prior agreements, correspondence, representations and writings regarding its subject matter. No change, alteration, or modification to this Agreement may be made, except in writing, signed by the Parties hereto.

(l) Governing Law. This Agreement will be governed by and construed under the laws of the Province of Alberta, without reference to any Choice of Law provisions therein.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[ASSIGNOR]

By: ______________________________
Name:
Title:

HIGHMARK RENEWABLES RESEARCH CORP.

By: ______________________________
Name:
Title:

GROWING POWER MANAGEMENT LTD.

By: ______________________________
Name:
Title:

SCHEDULE C

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is by and between Highmark Renewables Research Corp. ("HRR"), Growing Power Management Ltd. (the "Company") and ______________________ (the "Assignor" and, together with the Company and HRR, each a "Party" and together, the "Parties"), and is effective as of the ______ day of __________, 20___ (the "Effective Date").

WHEREAS A, Assignor is, or wishes to be, employed, contracted, or otherwise engaged, whether or not for compensation, by the Company, and/or Assignor wishes to be permitted on the premises of the proposed biogas facility commonly referred to as the "Growing Power Hairy Hill Integrated Biorefinery," located near Vegreville, Alberta, Canada (the "Relationship"); and,

WHEREAS B, In the course of Assignor's Relationship with the Company, Assignor may make, conceive, create, develop, reduce to practice, or acquire Assignor Intellectual Property (as defined herein); and,

WHEREAS C, Assignor desires and intends to, and does hereby irrevocably convey, transfer and assign to the Company any and all rights, title and interest in and to any and all Assignor Intellectual Property, whether currently existing either before or on, or which may be made, conceived, created, developed, reduced to practice, or acquired after, the Effective Date; and,

WHEREAS D, the Company desires to utilize HRR's Biogas Technology and the Biogas Intellectual Property in connection with the Purpose (pursuant to and as defined in the corollary License Agreement between the Company and HRR); and,

WHEREAS E, the Company desires and intends to, and does hereby irrevocably convey, transfer and assign to HRR any and all rights, title and interest in and to any and all Assignor Intellectual Property, whether currently existing either before or on, or which may be made, conceived, created, developed, reduced to practice, or acquired after, the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions.

(a) "Assignor Intellectual Property" means any and all Intellectual Property that is: (i) made, conceived, created, developed, reduced to practice, or acquired by Assignor either before, on, or after the Effective Date; and (ii) arises from, is related to, or otherwise pertains to the Relationship.

(b) "Confidential Information" means information maintained by the Company or HRR as confidential and not generally known within the industry. Confidential Information will include, without limitation, Assignor Intellectual Property and any other business, technical, or financial information of the Company or HRR or any third party that satisfies the conditions set forth in the preceding sentence.

(c) "Intellectual Property" means: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, procedures, combination of steps, technical and other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, purchasing techniques, supplier lists, supplier information and advertising strategies; (vi) any and all rights to obtain, register, perfect and enforce contractual, proprietary and statutory interests, among others, in and to the foregoing in any country, region, or jurisdiction of the world; and (vii) any and all rights to file and prosecute any past or current patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, corrections, extensions and re-examinations thereof, whether foreign or domestic.

2. Assignment and Further Assurances.

(a) The Parties agree that HRR ultimately retains all rights, title and interests in and to the Assignor Intellectual Property (as defined herein), and is the sole and exclusive owner of the Assignor Intellectual Property, in each instance, whether created prior to or subsequent to the Effective Date. Assignor waives, and agrees to waive, any moral rights as an author of any Assignor Intellectual Property. To the extent that for any reason all rights, title and interests in and to the Assignor Intellectual Property do not automatically vest in the Company or HRR pursuant to this Agreement and instead vest in Assignor, Assignor hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Assignor Intellectual Property to the Company. The Company, in consideration of access to HRR's Biogas Technology and the Biogas Intellectual Property pursuant to the corollary License Agreement between the Company and HRR, and other valuable consideration, the receipt of which is hereby acknowledged, desires and intends to, and does hereby convey, transfer and assign to HRR any and all rights, title and interest in and to any and all Assignor Intellectual Property it or its Representatives (as defined herein) may have.

(b) Assignor agrees to perform all acts deemed desirable by the Company or HRR and to use its best efforts to provide all assistance, cooperation and information requested by the Company or HRR in order to permit and assist Company or HRR in obtaining and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in and to any and all Assignor Intellectual Property. Without limiting the foregoing, Assignor agrees to take all appropriate measures as determined by the Company or HRR, at the Company's sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to the Company of any and all rights, title and interest in and to the Assignor Intellectual Property. Assignor agrees that its obligation to comply with the requirements set forth in this Section 2, when it is in its power to do so, will continue during and at all times after the conclusion of the Relationship.

(c) If the Company or HRR is unable, for any reason, to secure any signatures from Assignor to apply for or to pursue any application for any Canadian, United States, PCT or foreign letters patent, mask work, copyright registration, or trademark registration covering inventions, mask works, original works of authorship or trademarks assigned to the Company or HRR herein, then Assignor hereby irrevocably designates and appoints HRR and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and/or transfer of letters patent, mask works, copyright registrations, or trademark registrations thereon with the same legal force and effect as if executed by Assignor. Pursuant to this Section 2(c), Assignor hereby agrees and stipulates that any and all such decisions made on Assignor's behalf and stead by HRR or its officers or agents are, and will be deemed to be, fully informed and voluntary decisions by Assignor, and any and all such decisions are, and will be deemed to have been, made with the complete and unconditional agreement of, authorization by and consent of Assignor. This power of attorney is coupled with an interest and will not be affected by Assignor's subsequent incapacity.

(d) If Assignor believes, knows, or is on notice, constructive or actual, that any of the enforceable rights in the Assignor Intellectual Property are being infringed by a third party, Assignor will promptly notify the Company or HRR in writing of said infringement and will provide to the Company or HRR any reasonable evidence thereof.

(e) If HRR brings or participates in an action or proceeding to enforce or defend any rights in or to the Assignor Intellectual Property, Assignor will provide all reasonable assistance, cooperation and information to HRR. In particular, among other things and notwithstanding Assignor's other obligations hereunder, Assignor agrees to render all reasonable assistance by promptly providing documents in any form requested by HRR and making itself available as witnesses. This reasonable assistance will be provided throughout any and all stages of the action or proceeding, including, without limitation, investigation, preparation, pre-trial, motions, trial and appeal.

(f) Assignor agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with HRR's or any third-party assignee's ownership of and rights with respect to the Assignor Intellectual Property, including, without limitation, any assertion of ownership by Assignor with respect to the Assignor Intellectual Property.

(g) Assignor agrees to maintain current and complete records of all Assignor Intellectual Property made by Assignor (whether solely or jointly with others) and all other activities engaged in by Assignor during the Relationship, which Assignor agrees will be the sole and exclusive property of HRR. Upon the request of the Company or HRR and upon the termination of the Relationship, Assignor will return all such records, and thereafter provide the Company and HRR with written confirmation thereof.

(h) Assignor agrees to periodically provide to the Company or HRR, including, without limitation, upon the Company's or HRR's request, an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as the Company or HRR may provide from time to time. Assignor will promptly disclose in writing to the Company and HRR any and all Assignor Intellectual Property of which it is aware. Without limiting the foregoing, Assignor further agrees to provide to the Company and HRR an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as the Company or HRR may provide from time to time, upon the termination of its Relationship.

3. <u>Confidential Information</u>.

(a) Assignor agrees to: (i) maintain the Confidential Information in strict confidence, which will in no event be less than a reasonable standard of care; (ii) not disclose, make available, or permit others to make available the Confidential Information; and (iii) not use the Confidential Information for any purpose other than as necessary to perform Assignor's obligations pursuant to the

Relationship. Assignor also agrees not to make copies of any Confidential Information except as authorized by the Company or HRR in writing.

(b) In the event of the termination of the Relationship or this Agreement, the restrictions on the use and disclosure of Confidential Information will continue in full force and effect. Upon the request of the Company or HRR, and/or upon the termination of the Relationship, Assignor will return all materials embodying or derived from any Confidential Information, and thereafter provide the Company and HRR with written confirmation thereof.

(c) Assignor agrees that its agreements in this Section 3 are intended to be for the benefit of the Company and HRR and any third party that has entrusted information or materials to the Company or HRR.

4. Release. Assignor hereby releases, discharges and covenants not to assert against the Company or HRR all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to the Assignor Intellectual Property.

5. Miscellaneous.

(a) Representations and Warranties. Assignor represents and warrants that its performance of all the terms of this Agreement does not and will not breach any agreement or understanding Assignor has entered into, or will enter into, with any third party.

(b) Survival. The obligations set out in Sections 1 through 4, 5(b), 5(d) and 5(f) will continue beyond any termination of this Agreement and shall be binding upon Assignor's executors, administrators, heirs, assigns and other legal representatives.

(c) Waiver. No provision of this Agreement may be waived, terminated, modified, or discharged, orally or otherwise, except by a writing of subsequent date hereto which is executed by the Party against whom the waiver, termination, modification, or discharge is sought to be enforced.

(d) No Estoppel For Failure to Enforce. Failure by a Party to this Agreement to enforce any right under this Agreement, for any length of time or for any reason, does not negate or otherwise cancel that right. Neither the course of conduct between the Parties nor trade usage will act to modify or alter the provisions of this Agreement.

(e) Entire Agreement and Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter discussed herein, and supersedes all prior agreements, correspondence, representations and writings regarding its subject matter. No change, alteration, or modification to this Agreement may be made, except in writing, signed by the Parties hereto.

(f) Governing Law. This Agreement will be governed by and construed under the laws of the Province of Alberta, without reference to any Choice of Law provisions therein.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[ASSIGNOR]

By: ______________________________
Name:

GROWING POWER MANAGEMENT LTD.

By: ______________________________
Name:
Title:

HIGHMARK RENEWABLES RESEARCH CORP.

By: ______________________________
Name:
Title:

Assignor hereby confirms its acceptance of and agreement to this Agreement upon the conclusion of its Relationship with the Company, as of the ______ day of __________, 20___.

[ASSIGNOR]

By: ______________________________
Name:

GROWING POWER MANAGEMENT LTD.

By: ______________________________
Name:
Title:

Tab F

AGREEMENT TO MODIFY LICENSE AGREEMENT

THIS AGREEMENT DATED THE 10 DAY OF November, 2011.

BETWEEN:

HIGHMARK RENEWABLES CORP. in its own right and in its capacity as the General Partner for, on behalf of and in the name of Highmark Renewables Research Limited Partnership (Highmark")

OF THE FIRST PART

- and -

FARM CREDIT CANADA, having an office at 110 – 6900 Taylor Drive, Red Deer, Alberta, T4P 1K4 ("FCC")

OF THE SECOND PART

WHEREAS:

A. Highmark is the General Partner of the Highmark Renewables Limited Partnership (the "Limited Partnership") pursuant to the limited partnership agreement dated the 11th day of June, 2007 (the "Limited Partnership Agreement");

B. The Limited Partnership was registered with Alberta Corporate Registry on the 11th day of June, 2007, as number LP13291265 and all amendments thereto;

C. Highmark and Growing Power Management Ltd. ("Growing Power") entered into a license agreement made as of December 31, 2009 attached as Schedule "A" hereto (herein called the "License");

D. The License is required by Growing Power in its ongoing operation of the Plant, as defined in the License, (the "Plant") as the ability of Growing Power to exploit the technology licensed therein by Highmark is fundamental to the continued operation of the Plant;

E. Growing Power has borrowed $15,000,000.00 from FCC under the terms of a credit agreement dated September 8, 2011 (the "Credit Agreement") and is now or will be indebted to FCC in accordance with the terms of the Credit Agreement and has granted security over the Plant together with other assets to FCC as security for that indebtedness (the "FCC Loan Obligations");

F. AND WHEREAS Highmark has agreed to assist and support Growing Power with the FCC Loan Obligations by providing certain assurances and covenants relating to the License to FCC and has further agreed that in respect of the License, FCC shall have certain rights and priorities as provided herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt of which is acknowledged by the parties, and in furtherance of the covenant of Highmark not to cancel the License notwithstanding the terms of the License and in consideration of the mutual covenants herein contained the parties have agreed as follows:

1. Highmark agrees that, notwithstanding any term or condition in the License to the contrary, the obligation to pay any and all financial obligations to Highmark by Growing Power under the License in the event that FCC should demand payment from Growing Power shall be suspended and postponed until FCC shall consent in writing to the payment by Growing Power of any of the financial obligations under the License or until the FCC Obligations are paid in full.

2. In an event of default on the FCC Loan Obligations by Growing Power, notwithstanding any provision in the License agreement to the contrary, this Agreement shall entitle FCC to the right to the continued and uninterrupted use of the technology in the place of Growing Power in the continued operation of the Plant with all the rights and obligations as contained in the License, with all financial and reporting obligations suspended and postponed as provided for in this Agreement as though FCC were the original Licensee until the FCC Loan Obligations are paid in full.

3. Highmark as the Licensor in the License covenants and agrees with FCC that, notwithstanding anything to the contrary in the terms or conditions in the License, Highmark will not cancel, terminate, alter or amend the terms of the License in the event of a default under the License by Growing Power or otherwise without the prior written consent of FCC.

4. Highmark covenants and agrees that in the event FCC sells the Plant as a result of the default by the Growing Power on the FCC Loan Obligations, Highmark, notwithstanding anything to the contrary in the terms or conditions of the License, agrees to assign to any third party acquiring the Plant the License as an agreement de novo on the same terms and conditions as the License and shall not hold that third party purchaser to any obligation to pay any financial obligations of Growing Power that may have been suspended or postponed under the terms of this Agreement that may have been due under the License prior in time to date of the transfer of the License to that third party.

5. Highmark hereby acknowledges and confirms to FCC that as of the date hereof, the License is in full force and effect, has not been amended and Growing Power is not in default or breach thereof.

6. Highmark will not assign or transfer its rights under the License to any person, unless prior to or concurrently with any such assignment or transfer, that person has executed and delivered to FCC a consent and aknowledge on the same terms as tohose contained in this Agreement.

7. Highmark agrees that it shall at all times hereafter execute and deliver, at the request of FCC, all such further documents, deeds and instruments and shall do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

8. The execution and delivery of this Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of Highmark contained in the License , all of which shall, in the manner provided in the License , shall survive.

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

10. This Agreement is made pursuant to and shall be governed in accordance with the laws of the Province of Alberta. The parties attorn to the jurisdiction of the courts of the Province of Alberta and agree that any action that may be brought pursuant to this Agreement shall be brought in the Province of Alberta.

11. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

12. Wherever the singular or one gender is used in this Agreement the same shall be deemed to include the plural, all genders or body politic or corporate and also the heirs, executors, administrators, successors and assigns of the parties hereto and each of them where the context of this Agreement so requires.

13. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Highmark Renewables Corp. in its own right and in its capacity as the General Partner of Highmark Renewables Research Limited Partnership

Per: ____________________

Per: ____________________

Farm Credit Canada

FARM CREDIT CANADA FINANCEMENT AGRICOLE CANADA CORPORATE Seal

Per: *MM*

Melanie Clark
Supervisor Loan Administration Centre

Per: ____________________

ACKNOWLEDGMENT AND ACCEPTANCE

Growing Power Hairy Hill Limited Partnership named in the Agreement to Modify License Agreement hereby acknowledges receipt of notice thereof, hereby accepts the changes to the License in favour of FCC included therein and confirms that in the event of default of payment and FCC electing to exercise its rights thereunder, then Growing Power Hairy Hill Limited Partnership agrees that FCC will be given all rights as the Licensee and subject to this Agreement to Modify License Agreement and that none of the amendments apply to Growing Power Hairy Hill Limited Partnership.

Growing Power Management Ltd. in its own right and in its capacity as the General Partner of Growing Power Hairy Hill Limited Partnership

Per: ____________________

Per: ____________________

Farm Credit Canada

Per: ______________________________

Per: ______________________________

ACKNOWLEDGMENT AND ACCEPTANCE

Growing Power Hairy Hill Limited Partnership named in the Agreement to Modify License Agreement hereby acknowledges receipt of notice thereof, hereby accepts the changes to the License in favour of FCC included therein and confirms that in the event of default of payment and FCC electing to exercise its rights thereunder, then Growing Power Hairy Hill Limited Partnership agrees that FCC will be given all rights as the Licensee and subject to this Agreement to Modify License Agreement and that none of the amendments apply to Growing Power Hairy Hill Limited Partnership.

Growing Power Management Ltd. in its own right and in its capacity as the General Partner of Growing Power Hairy Hill Limited Partnership

Per: ______________________________

Per: ______________________________

SCHEDULE "A"

LICENSE AGREEMENT

This LICENSE AGREEMENT (together with any and all exhibits, schedules and attachments hereto, this "Agreement"), made this 31st day of December, 2009 (the "Effective Date"), is made by and between Highmark Renewables Research Corp., as exclusive agent and in trust for Highmark Renewables Research L. P. ("Licensor"), a company duly incorporated in accordance with the laws of Alberta, Canada, having a principal place of business in Edmonton, Alberta, Canada T5J 3N6, and Growing Power Management Ltd. a company duly incorporated in accordance with the laws of Alberta, for and on behalf of and in the name of Growing Power Hairy Hill L.P. ("Licensee"), a limited partnership organized and existing under the laws of the Province of Alberta, Canada, having a principal place of business in Vegreville, Alberta, Canada T9C 1R1.

WITNESSETH:

WHEREAS 1, Licensor has made, conceived, created, developed, or acquired the Biogas Technology and the Biogas Intellectual Property (each as defined herein); and

WHEREAS 2, Licensor's Biogas Technology has been proven to provide highly competitive biogas and net to grid electricity; and

WHEREAS 3, Licensor commercializes this technology through selected technology licenses; and

WHEREAS 4, Licensee has a biogas production facility and has the rights to, and receives, the manure and other waste products produced at a thirty-six thousand (36,000) head feedlot near Vegreville, Alberta, Canada, (the "GPHH Operations"); and

WHEREAS 5, Licensee, wishes to develop a project for anaerobic digestion ("AD") of waste produced from and near the GPHH Operations in an IMUS™ facility (the "GPHH IMUS™ Facility"); and

WHEREAS 6, Licensee desires to utilize the Biogas Technology and the Biogas Intellectual Property in connection with the Purpose (as defined herein); and

WHEREAS 7, Licensor agrees to grant Licensee a limited license to the Biogas Technology and the Biogas Intellectual Property on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, and in consideration of the mutual promises and covenants contained herein, Licensor and Licensee hereby agree as follows:

1 DEFINITIONS

1.1 "Biogas Intellectual Property" means any and all Intellectual Property that was made, conceived, created, developed, or acquired by Licensor either before or on the Effective Date, and arising from or related to the Biogas Technology.

1.2 "Biogas Technology" means the technology described on Schedule A hereto, as may be amended in writing by Licensor from time to time.

1.3 "Confidential Information" means information maintained by Licensor as confidential and not generally known within the industry. Confidential Information will include, without limitation, the Biogas Technology, the Biogas Intellectual Property and any other business, technical, or financial information that satisfies the conditions set forth in the preceding sentence.

1.4 "Improvements" mean any modifications, variations, revisions, adaptations, additions, subtractions, perfections, enhancements, updates, or upgrades to the Biogas Technology and/or the Biogas Intellectual Property, now known or unknown, whether patentable or unpatentable, and whether or not reduced to practice, which has the consequence of improving, in whole or in part, in any manner or to any extent, any feature, component, attribute, parameter, embodiment, or any other aspect of the Biogas Technology and/or the Biogas Intellectual Property, including, without limitation, reducing operational costs, reducing energy requirements and/or energy consumption, reducing nonrenewable resource consumption, reducing pollutive byproducts, increasing production, increasing durability, increasing quality, enhancing performance characteristics, increasing efficiency (including, without limitation, the efficient use of energy and/or byproducts), improving operability, making the technology more amenable to integrations with other methods and processes or technology, broadening applicability, enhancing marketability and/or enhancing commercial acceptance.

1.5 "Intellectual Property" means: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, procedures, combination of steps, technical and other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, partner lists and partner information, purchasing techniques, supplier lists, supplier information and advertising strategies; (vi) any and all rights to obtain, register, perfect and enforce contractual, proprietary and statutory interests, among others, in and to the foregoing in any country, region, or jurisdiction of the world; and (vii) any and all rights to file and prosecute any past or current patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, corrections, extensions and re-examinations thereof, whether foreign or domestic.

1.6 "New Intellectual Property" means, other than any Improvements, any and all Intellectual Property that is made, conceived, created, developed, or acquired after the Effective Date, and arises from or relates to: (i) any and all relationships, engagements and/or arrangements between Licensor and Licensee, including, without limitation, this Agreement; and/or (ii) any and all exploitation of the Plant by Visitors (as defined herein).

1.7 "Plant" means the proposed biogas production facility commonly referred to by the parties as the "Growing Power Hairy Hill Integrated Biorefinery," located near Vegreville, Alberta, Canada, comprised of the integration of a thirty-six thousand (36,000) head feedlot, an anaerobic digestion facility, a 8.2MW thermal output, a 2.5MW co-generation plant and a 40MML/year ethanol production plant. For the avoidance of doubt, should such facility be expanded beyond or exceed, in any manner or to any extent, any of the foregoing specifications during any calendar year, as solely determined by Licensor in good faith upon the conclusion of the calendar year (the "Expanded Plant"), the Expanded Plant will be deemed to be an Additional Location (such designation, a "Plant Conversion") for the entirety of the calendar year in which the Plant Conversion occurred.

1.8 "Purpose" means the purpose of taking raw manure, feedlot by-products and other waste produced by or near the GPHH Operations ("Feedstock"), transporting such Feedstock to the GPHH IMUS™ Facility. The Feedstock will be processed through AD. The GPHH IMUS™ Facility will use Licensor's proprietary IMUS™ Technology in order to produce up to a maximum of 1073 GJ of biogas annually (the "Benchmark"). It is understood and accepted by Licensee that such production is predicated on: (i) Licensee supplying adequate Feedstock; and (ii) Licensee stringently applying any specifications related to such production as may be supplied by Licensor or as otherwise set forth hereunder.

2 LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, revocable, non-exclusive, personal, non-transferable license, without the right to sublicense, to exploit the Biogas Technology and the Biogas Intellectual Property for the Purpose at the Plant (the "License").

2.2 For the avoidance of doubt, Licensee is only permitted to use the Biogas Technology and the Biogas Intellectual Property in accordance with the Purpose. Should Licensee seek to exploit the Biogas Technology and/or the Biogas Intellectual Property, in any manner or to any extent, beyond the scope of the Purpose ("Additional Purposes"), Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties enter into a separate license agreement that would govern such Additional Purposes ("Additional Purposes License"), and Licensor agrees to negotiate the terms of any such Additional Purposes License in good faith.

2.3 For the avoidance of doubt, Licensee may only exploit the Biogas Technology and the Biogas Intellectual Property at the Plant and may not exploit the Biogas Technology and/or the Biogas Intellectual Property, in whole or in part, at any other facility or location. Should Licensee seek to exploit the Biogas Technology and/or the Biogas Intellectual Property at any other facility or location ("Additional Locations"), Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties enter into a separate license agreement that would govern such Additional Locations ("Additional Locations License"), and, subject to the subsequent sentence, Licensor agrees to negotiate the terms of any such Additional Locations License in good faith. Notwithstanding anything herein to the contrary, Licensee and Licensor agree that any such Additional Locations License will reflect the payment terms for Additional Locations set forth in Sections 3.1 through 3.3 inclusive, namely with respect to the Heightened Royalties and the Heightened License Fees. For the avoidance of doubt, should a Plant Conversion occur, the parties are not required to enter into a separate license agreement with respect to the Plant Conversion; the parties will continue to operate under this Agreement and

Licensee will pay the Heightened Royalties and the Heightened License Fees, as applicable, as set forth in Sections 3.1 through 3.3 inclusive.

2.4 Upon Licensor's reasonable request, but not more than once annually, Licensee will furnish Licensor with a written statement executed by an authorized officer of Licensee which confirms that Licensee's exploitation of the License is in accordance with the terms and conditions of this Agreement. Licensor will have the right, upon reasonable notice and during business hours, to verify that Licensee's exploitation of the License is in compliance with this Agreement through its own inspection or an inspection on its behalf. If such verification reveals that Licensee's exploitation of the Biogas Technology and/or the Biogas Intellectual Property exceeds the scope of the License, or Licensee is otherwise in breach of this Agreement, Licensee will reimburse Licensor for the expense of such verification in addition to all other remedies available to Licensor.

3 LICENSE FEES; ROYALTIES; MAINTENNANCE FEES AND OTHER PAYMENTS

3.1 Subject to the terms and conditions of this Agreement, in exchange for the License for the Plant in accordance with the Purpose, Licensee will pay to Licensor an annual fee of seven hundred fifty thousand U.S. dollars ($750,000.00) (the "License Fee"). Upon the execution of any Additional Location Addendum, or should a Plant Conversion occur at the Plant or at any other facility subject to an Additional Location Addendum, Licensee will pay to Licensor an additional license fee in an amount that is based upon the amount of the License Fee set out in this Section 3.1 divided by the Benchmark for each such Additional Location (each an "Additional License Fee"). For the avoidance of doubt, an Additional License Fee in the amount of seven hundred fifty thousand U.S. dollars ($750,000.00) annually would allow Licensee to have annual biogas production up to the Benchmark at any facility subject to the Additional License Fee.

3.2 In any year that the Plant produces a quantity of biogas greater than the Benchmark, Licensee will pay to Licensor three thousand dollars ($3,000.00) per Gj of biogas production above the Benchmark (the "Baseline Royalties"). Should the Parties mutually agree to enter into any Additional Locations License, or should a Plant Conversion occur in accordance with Section 1.8 herein, Licensee will pay to Licensor two thousand two hundred ($2,200.00) per Gj of biogas that is (i) derived from the Additional Locations, and (ii) attributable to production above the Benchmark (the "Heightened Royalties" and, together with the Baseline Royalties, the "Royalties").

3.3 Notwithstanding anything herein to the contrary, Licensee and Licensor agree that, in the event a Plant Conversion occurs, the Baseline Royalties due pursuant to this Agreement will automatically convert to Heightened Royalties without further action by any party. Should a Plant Conversion occur during any calendar year (as determined in accordance with Section 1.8), upon the conclusion of such calendar year, Licensee will include any past-due amounts reflecting the difference between the Baseline Royalties and the Heightened Royalties owed to Licensor for prior calendar months within such calendar year as a result of the Plant Conversion ("Plant Conversion Fees") within the detailed written calculation of the Heightened Royalties owed for the final calendar month. For the avoidance of doubt, Plant Conversion Fees will be deemed to be payable in full within thirty (30) calendar days from the date of Licensor's invoice for such final calendar month. Notwithstanding anything herein to the contrary, following a Plant Conversion, should the Expanded Plant revert to the Plant, as solely determined by Licensor in good faith upon the conclusion of the calendar year, Licensor will be entitled to, and will not be required to refund any portion of, the Heightened Royalties and/or the Heightened License Fees for such calendar year; *provided that* the Expanded Plant will initially be designated as the Plant for the following calendar year.

3.4 Any undisputed amount not paid when due in accordance with this Agreement will accrue interest from the date when due until paid in full (including interest owed) at the rate of the lesser of ten percent (10%) per annum or the highest rate permitted by laws of the Province of Alberta, as may be amended from time to time. Licensee will not be required to pay interest on amounts not paid when due in accordance with this Agreement; *provided* (i) Licensee disputes such amounts in good faith and with a reasonable basis established by Licensee's records (a "Good Faith Dispute"); and (ii) Licensee complies with the procedures set forth in Section 4.5 with respect to such amounts.

3.5 All payments due will be made by Licensee without deduction for taxes, assessments, or other charges of any kind that may be imposed by any government with respect to any amounts payable. Licensee agrees to pay any and all applicable taxes or levies due to any applicable governmental entity resulting from this Agreement or Licensee's exercise of its rights hereunder, other than any taxes on Licensor's net income.

4 INVOICING AND PAYMENT

4.1 Licensee agrees to pay Licensor the License Fee, any Additional License Fee (the "License Fees") and the Royalties, as set out in Section 3 herein and in accordance with this Agreement in consideration for the License. Licensee acknowledges and agrees that all payments due will be made by Licensee without deduction for excise taxes, assessments, VAT or other charges of any kind that may be imposed by any government with respect to any amounts payable. Licensee agrees to pay any and all such applicable taxes or levies due to any applicable governmental entity resulting from this Agreement or Licensee's exercise of its rights hereunder, provided, however, that Licensor shall be solely responsible for all income or similar taxes on amounts paid by Licensee to Licensor hereunder.

4.2 License Fees. Licensee shall pay Licensor each License Fee incurred under Section 3.1 of this Agreement, including any Additional License Fee, upon commissioning of the ethanol plant. Each annual period shall start in the month the ethanol plant is commissioned and each License Fee shall be paid in twelve equal installments on or before the first day of each month for that month. The License Fees shall be adjusted by the Canadian annual national rate of inflation based upon the consumer price index, as reported by the Statistics Canada, on an annual basis.

4.3 Royalties. Within thirty (30) days of the end of each year of the Term, Licensee shall provide to Licensor production data on the Plant for the preceding twelve (12) months together with full payment of any Royalties due for that period pursuant to Section 3.2 herein.

4.4 Maintenance Fee. In consideration of the Maintenance Services, Licensee shall pay Licensor a monthly fee of three thousand two hundred dollars ($3,200.00) (the "Maintenance Fee"). Licensee shall pay Licensor the Maintenance Fee on or before the first day of each month for that month. Licensor shall have the right to change the Maintenance Fee upon no less than thirty (30) days prior written notice to Licensee; provided, however, that Licensor shall change the Maintenance Fee no more than once each twelve (12) months during the Term hereof.

4.5 If any portion of an amount due to Licensor under this Agreement is subject to a Good Faith Dispute between the parties, Licensee will pay to Licensor, on the date such amount is due, all amounts not subject to the Good Faith Dispute. Within ten (10) calendar days of Licensee's receipt of an invoice that includes amounts subject to a Good Faith Dispute, an authorized officer of Licensee will notify Licensor in writing of the specific items in dispute, describing in detail Licensee's reason for disputing each such item. Within ten (10) calendar days of Licensor's receipt of such notice, the parties will comply with the dispute resolution and arbitration procedures set forth in Section 13.5.

4.6 Licensee will maintain complete and accurate books and records and supporting documentation with respect to its financial statements, including, without limitation, its calculation of Gross Revenue. No later than ten (10) business days following receipt of a request by Licensor, Licensee will deliver to Licensor such financial statements and information of Licensee as Licensor may reasonably request to verify the calculation of the Royalties.

4.7 Licensor will have the right, annually and at its own expense, for the Term of this Agreement and after the conclusion of the Term, to have an independent, certified public accountant review Licensee's books and records covering the five (5)-year period prior to the date of such review, upon reasonable notice and during business hours. Notwithstanding the foregoing, should the audit or examination indicate any underpayment of amounts due pursuant to this Agreement, or that the books and records were inadequate to permit any determination of proper or improper payment, the costs of the audit or examination will be paid by Licensee.

5 INTELLECTUAL PROPERTY OWNERSHIP AND RELATED MATTERS

5.1 Except as expressly set forth in Section 2.1 of this Agreement, no license or other rights, title, or interests in and to the Biogas Technology and/or the Biogas Intellectual Property are granted or otherwise transferred to Licensee hereunder. Except as expressly set forth in Section 2.1 of this Agreement, Licensor retains all rights, title and interests in and to the Biogas Technology and the Biogas Intellectual Property, and, as between Licensor and Licensee, is the sole and exclusive owner of the Biogas Technology and the Biogas Intellectual Property.

5.2 Licensee waives any moral rights as an author of any Biogas Technology and/or Biogas Intellectual Property. To the extent that for any reason all rights, title and interests in and to the Biogas Technology and/or the Biogas Intellectual Property do not automatically vest in Licensor pursuant to this Agreement and instead vest in Licensee, Licensee hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Biogas Technology and the Biogas Intellectual Property to Licensor.

5.3 <u>Improvements</u>.

5.3.1 Licensor will be the sole and exclusive owner of any and all Improvements developed pursuant to this Agreement by or on behalf of Licensor, by or on behalf of Licensee and/or jointly by Licensor and Licensee. Licensor will have all rights, title and interest in and to any and all Improvements. Licensee waives any moral rights as an author of any Improvements.

5.3.2 Licensee will promptly, but in no event later than ten (10) calendar days after conception, advise and inform Licensor, in writing, of any and all Improvements of which Licensor has not previously been advised or informed in writing. To the extent that for any reason all rights, title and interests in and to any and all Improvements do not automatically vest in Licensor pursuant to this Agreement and instead vest in Licensee, Licensee hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interest in and to any and all Improvements to Licensor.

5.3.3 Should Licensee seek to exploit any Improvements, Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties either enter into a separate license agreement governing such Improvements, or amend this Agreement to grant a license to such Improvements, as Licensor in its sole discretion may elect (an "Improvements License"). Licensor agrees to negotiate the terms of an Improvements License in good faith; *provided* that the parties agree that any such Improvements License at the Plant and/or at any Additional Location, as applicable, will be a fully-paid license.

5.4 New Intellectual Property.

5.4.1 Licensor will be the sole and exclusive owner of any and all New Intellectual Property developed: (i) pursuant to this Agreement by or on behalf of Licensor, by or on behalf of Licensee and/or jointly by Licensor and Licensee; and/or (ii) pursuant to any Visit (as defined herein). Licensor will have all rights, title and interest in and to any and all New Intellectual Property. Licensee waives any moral rights as an author of any New Intellectual Property.

5.4.2 Licensee will promptly, but in no event later than ten (10) calendar days after conception, advise and inform Licensor, in writing, of any and all New Intellectual Property of which Licensor has not previously been advised or informed in writing. To the extent that for any reason all rights, title and interests in and to any and all New Intellectual Property do not automatically vest in Licensor pursuant to this Agreement and instead vest in Licensee, Licensee hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interest in and to any and all New Intellectual Property to Licensor.

5.4.3 Should Licensee seek to exploit any New Intellectual Property, Licensee will request in writing (pursuant to the notice provisions of this Agreement) that the parties either enter into a separate license agreement governing such New Intellectual Property or amend this Agreement to grant a license to such New Intellectual Property, as Licensor in its sole discretion may elect (a "New IP License"). Licensor agrees to negotiate the terms of a New IP License in good faith; *provided* that the parties agree that any such New IP License at the Plant and/or at any Additional Location will bear a license fee to be negotiated in good faith by the parties, but in any event such license fee shall not exceed the fee that Licensor has charged to any third party for a license to the New Intellectual Property under terms similar to the New IP License. For the avoidance of doubt, the New IP Royalties will be in addition to any Royalties and/or License Fees pursuant to this Agreement.

5.5 Licensee agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with Licensor's ownership of and rights with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property, including, without limitation, any assertion of ownership by Licensee with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property.

5.6 All media releases, public announcements and public disclosures by either party relating to this Agreement, its subject matter, or the parties' joint exploitation of the Biogas Technology and/or the Biogas Intellectual Property will be subject to the other party's review and approval (with such reviewing party acting in good faith and in a reasonable manner) prior to release. Notwithstanding the foregoing, this restriction does not apply to any release, announcement or disclosure: (i) intended solely for internal distribution by a party; (ii) related to solely Licensor's exploitation of the Biogas Technology and/or the Biogas Intellectual Property; (iii) related to any Improvements and/or any New Intellectual Property; and/or (iv) required by Section 7.2.

5.7 Notwithstanding anything herein to the contrary, this Agreement does not confer the right to, and Licensee agrees it will not, exploit Licensor's trademarks, service marks, logos, trade names, corporate names or other indicia of ownership or distinctive identifiers relating to the "Highmark Renewables Research Limited Partnership" entity.

6 FURTHER ASSURANCES

6.1 Should Licensee permit any third party to make use of resources at the Plant or be on Plant premises for a period equal to or greater in duration than one (1) hour ("Visits" and, each third party Visiting, a "Visitor"), Licensee stipulates that each Visitor will execute an agreement prior to the Visit (the "Visitor Agreement," a form of which to be used with entities is attached hereto as Schedule B and a form of which to be used with individuals is attached hereto as Schedule C) providing that, in addition to any other terms as Licensor may reasonably request.

6.1.1 Visitor covenants that Licensor is the sole and exclusive owner of the Biogas Technology and the Biogas Intellectual Property, and that Licensor retains all rights, title and interests in and to the Biogas Technology and the Biogas Intellectual Property. Visitor waives any moral rights as an author of any Improvements and/or New Intellectual Property.

6.1.2 To the extent that for any reason all rights, title and interests in and to the Biogas Technology, the Biogas Intellectual Property, any Improvements or any New Intellectual Property do not automatically vest in Licensor pursuant to the Visitor Agreement and instead vest in Visitor, Visitor hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property to Licensor.

6.1.3 Visitor agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with Licensor's ownership of and rights with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property, including, without limitation, any assertion of ownership by Visitor with respect to the Biogas Technology, the Biogas Intellectual Property, any Improvements and any New Intellectual Property.

6.1.4 Visitor agrees to be bound by obligations of confidentiality and, when Visitor is an entity rather than an individual, indemnification, at least as extensive (and, with respect to obligations of confidentiality, restrictive) as those set forth in this Agreement with respect to Licensee. Furthermore, when Visitor is an entity rather than an individual, Visitor agrees that Licensor, in addition to such other remedies, which may be available, will be entitled to seek specific performance and other injunctive relief in the event of Visitor's breach of the Visitor Agreement.

6.1.5 When Visitor is an entity rather than an individual, Visitor will ensure that all of its employees, independent contractors, consultants, agents, representatives and any other personnel:

6.1.5.1 Maintain accurate and complete records of all activities taking place during the Visit, including, without limitation, the documentation of any and all Improvements, and any New Intellectual Property;

6.1.5.2 Properly and prior to the commencement of their service status or the Visit, as applicable, sign a confidentiality and intellectual property assignment agreement with Visitor substantially in the form set forth on Schedule C hereto; and

6.1.5.3 Properly and periodically, including, without limitation, upon the request of Licensor, the entity Visitor shall, subsequent to the commencement of the Visit and pursuant to Visitor Agreement, assign, convey and transfer to Licensor any and all of their rights, title and interests in and to any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property.

6.2 Licensee agrees to periodically provide to Licensor, including, without limitation, upon Licensor's request, Visitor Agreements executed by Visitors during the Visit, and upon the conclusion of the Visit.

6.3 Licensee agrees to maintain, subject to the terms and conditions in this Section 6 and at its own expense, records (the "Records") of all of its employees, independent contractors, consultants, agents, representatives and any other personnel exploiting, in any manner and to any extent, the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property, which such obligations will include, without limitation, maintaining authenticated copies of any agreements made with any such persons or entities. Licensee agrees to maintain the Records using a commercially reasonable standard of care.

6.4 Licensee will ensure that all of its employees, independent contractors, consultants, agents, representatives and any other personnel:

6.4.1 Maintain accurate and complete records of all activities, including, without limitation, the documentation of any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property;

6.4.2 Properly and prior to the commencement of their service status or the Effective Date, as applicable, assign, convey and transfer to Licensee any and all of their rights, title and interests in and to any and all Biogas Technology and Biogas Intellectual Property;

6.4.3 Properly and prior to the commencement of their service status or the Effective Date, as applicable, waive any moral rights as authors of the Biogas Intellectual Property;

6.4.4 Properly and prior to the commencement of their service status or the Effective Date, as applicable, sign a confidentiality and intellectual property assignment agreement with Licensee substantially in the form set forth on Schedule C hereto; and

6.4.5 Properly and periodically, including, without limitation, upon the request of Licensee, sign intellectual property assignment agreements with Licensee subsequent to the Effective Date, assigning, conveying and transferring to Licensee any and all of their rights, title and interests in and to any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property.

6.5 Licensee agrees, during and after the Term of this Agreement, to perform all acts deemed necessary or desirable by Licensor and to use its best efforts to provide all assistance, cooperation and information requested by Licensor in order to permit and assist Licensor in obtaining and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in and to any and all Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property. Licensee agrees that its obligation and the obligation of its employees, independent contractors, consultants, agents, representatives and any other personnel to execute or cause to be executed, when it is in its or their power to do so, any such instrument or papers will continue during and at all times after the end of any relationship or arrangement with Licensor. In particular, but without limitation:

6.5.1 Licensee agrees to take all necessary and appropriate measures as determined by Licensor, at Licensee's sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to Licensor of any and all rights, title and interest in and to the Biogas Technology, Biogas Intellectual Property, Improvements and/or New Intellectual Property.

6.5.2 Licensee agrees to provide to Licensor, at Licensee's sole cost and expense, any written, electronic and oral information regarding any and all aspects of the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property in response to a reasonable request by Licensor for such information.

6.6 If Licensor is unable, for any reason, to secure any signatures from Licensee, its employees, independent contractors, consultants, agents, representatives or any other personnel, to apply for or to pursue any application for any Canadian, United States, PCT or foreign letters patent, mask work, copyright registration, or trademark registration covering inventions, mask works, original works of authorship or trademarks assigned to Licensor herein, then Licensee hereby irrevocably designates and appoints Licensor and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on Licensee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and/or transfer of letters patent, mask works, copyright registrations, or trademark registrations thereon with the same legal force and effect as if executed by Licensee or its employees, independent contractors, consultants, agents, representatives or any other personnel. Pursuant to this Section 6.6, Licensee hereby agrees and stipulates that any and all such decisions made on Licensee's behalf and stead by Licensor or its officers or agents are, and will be deemed to be, fully informed and voluntary decisions by Licensee, and any and all such decisions are, and will be deemed to have been, made with the complete and unconditional agreement of, authorization by and consent of Licensee.

6.7 Licensee hereby releases, discharges and covenants not to assert against Licensor and its Representatives (as defined herein) all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to any and all decisions made on Licensee's behalf and stead by Licensor or its officers or agents pursuant to Section 6.6, including, but not limited to, any and all claims of breach of fiduciary duty by Licensor or its officers or agents, notwithstanding whether such a fiduciary duty exists, and any claims arising from or related to the existence of any agency relationship or any liability stemming therefrom.

6.8 If Licensee believes, knows, or is on notice, constructive or actual, that any of the enforceable rights in the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property are being infringed by a third party, Licensee will promptly notify Licensor in writing of said infringement and will provide to Licensor any reasonable evidence thereof.

6.9 If Licensor brings an action or proceeding to enforce or defend any of its rights in or to the Biogas Technology, the Biogas Intellectual Property, any Improvements and/or any New Intellectual Property, Licensee will provide all reasonable assistance, cooperation and information to Licensor to assist Licensor in preparing for and enforcing its interests and rights under this Agreement. In particular, among other things and notwithstanding Licensee's other obligations hereunder, Licensee agrees to render all reasonable assistance by promptly providing documents in any form requested by Licensor and locating and making its personnel available as witnesses. This reasonable assistance will be provided throughout any and all stages of the action or proceeding, including, without limitation, investigation, preparation, pre-trial, motions, trial and appeal.

7 CONFIDENTIAL INFORMATION

7.1 Licensee agrees to: (i) maintain Licensor's Confidential Information in strict confidence and with the level of care given to Licensee's own most sensitive information, which will in no event be less than a reasonable standard of care; (ii) not disclose, make available, or permit others to make available Licensor's Confidential Information, apart from Licensee's Representatives where disclosure is appropriate in light of such Representative's role; and (iii) not use the Confidential Information of Licensor for any purpose other than to perform Licensee's obligations or exercise Licensee's rights pursuant to this Agreement. Licensee agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or made available by its Representatives in violation of the terms of this Agreement.

7.2 Confidential Information does not include information that: (i) is or becomes generally known in the public domain through no act or omission of Licensee; (ii) Licensor regularly discloses to third parties without restriction on disclosure; (iii) is independently developed by employees or independent contractors of Licensee who had no access to any Confidential Information; or (iv) is already rightfully known to Licensee (as conclusively established by its records) without nondisclosure obligations before Licensee received such information. In addition, Licensee may use or disclose Confidential Information to the extent: (i) approved in writing by Licensor; or (ii) required by law, rule, regulation, code, or legal process, or pursuant to a subpoena, court order, or other similar process or governmental requirement; *provided, however*, that prior to any such compelled disclosure, Licensee will (to the extent permitted by such disclosure requirement) give Licensor reasonable advance notice of any such disclosure and cooperate with Licensor in protecting against any such disclosure and/or obtaining a protective order.

7.3 Upon termination or expiration of this Agreement, the restrictions on the use and disclosure of Confidential Information will continue in full force and effect even after this Agreement expires or is terminated for a period of ten (10) years. Upon the termination or expiration of this Agreement, or earlier upon request of Licensor, Licensee will either, at Licensor's request: (i) return all materials embodying or derived from the Confidential Information; or (ii) destroy all such materials, rendering them unusable, and thereafter provide Licensor with written confirmation of such destruction.

8 INDEMNIFICATION AND INSURANCE

8.1 Each party will indemnify, defend and hold harmless the other party and its equity holders, partners, directors, officers, employees, independent contractors, consultants, agents, representatives, successors and assigns (each, a "Representative") from and against all claims, causes, allegations (whether threatened or pending), judgments, liabilities, obligations, damages, expenses, costs, fees (including reasonable attorneys' fees) and losses arising from or related to:

8.1.1 any liability arising from or related to its own gross negligence or intentional misconduct; and

8.1.2 any breach of this Agreement arising from or related to its own action or inaction.

8.2 Licensee agrees to indemnify, defend and hold harmless Licensor and its affiliates (other than Licensee), and their respective Representatives, from and against all claims, causes, allegations (whether threatened or pending), judgments, liabilities, obligations, damages, expenses, costs, fees (including reasonable attorneys' fees) and losses arising from or related to:

8.2.1 Any exploitation or modification of the Biogas Technology and/or Biogas Intellectual Property by Licensee not approved by Licensor that infringes, misappropriates, or violates any Intellectual Property right of any third party; and/or

8.2.2 Licensee's combination, operation, or exploitation of the Biogas Technology and/or Biogas Intellectual Property with any items not intended for use with the Biogas Technology and/or Biogas Intellectual Property that infringes, misappropriates, or violates any Intellectual Property right of any third party.

8.3 Should Licensor deem it necessary or desirable, any such claim set forth in Section 8.2 will be defended at Licensee's expense by counsel retained by Licensee and approved by Licensor, in its sole discretion.

8.4 To effectuate certain obligations required pursuant to this Agreement, each party will procure and maintain, for the Term of this Agreement and for a period of five (5) years thereafter, commercial general liability insurance, comprehensive automobile liability insurance, workers' compensation insurance and employers' liability insurance. Each party will procure and maintain policies, with respect to commercial general liability insurance and comprehensive automobile insurance, of not less than five million dollars ($5,000,000.00) per occurrence, and with respect to workers' compensation insurance and employers' liability insurance, as required by law. Each party will seek policies from able and solvent insurance companies and each party's policy will name the other party as an additional insured.

9 DISCLAIMER OF WARRANTIES

9.1 THE BIOGAS TECHNOLOGY, THE BIOGAS INTELLECTUAL PROPERTY AND ALL RIGHTS PROVIDED HEREUNDER ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, HIDDEN DEFECTS, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF A COURSE OF DEALING.

10 LIMITATION OF LIABILITY

10.1 LICENSOR WILL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR LOST REVENUE, HOWEVER CAUSED, AND WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED THE AGGREGATE OF THE AMOUNTS PAID TO LICENSOR FOR THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT CAUSING SUCH LIABILIT

11 TERM AND TERMINATION

11.1 This Agreement will take effect on the Effective Date and will remain in effect for the lifetime of the Plant (the "Term"), unless earlier terminated in accordance with this Section 11.

11.2 Either party may terminate this Agreement upon written notice to the other party if the other party commits any material breach of this Agreement, including, without limitation, the obligation to pay any amounts due hereunder, and such breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) calendar days following written notice of such failure. Termination pursuant to this Section 11.2 will be effective upon the expiration of such thirty (30) calendar day period if the breach has not been cured in the manner described in this Section 11.2.

11.3 Upon the conclusion of the Term: (i) Licensee agrees and stipulates that it will cease using the Biogas Technology and the Biogas Intellectual Property, and will provide Licensor with written confirmation thereof by an authorized officer of Licensee; (ii) Licensee will pay any monies due pursuant to this Agreement within thirty (30) calendar days from the date of Licensor's final invoice to Licensee; and (iii) the parties will comply with the information requirements set forth in Section 7.3.

11.4 The terms and conditions which by their nature should survive the termination of this Agreement shall so survive, and shall be binding upon the Parties' executors, administrators, heirs, assigns and other legal representatives. Termination of this Agreement shall not relieve a Party from any obligation accruing or accrued by the date of such termination, nor deprive a Party not in default of any remedy otherwise available to it.

12 NON-SOLICITATION

12.1 During the Term and for the two (2)-year period following the Term, Licensee will not, without the prior written consent of Licensor, indirectly or directly, individually or together with, or through any other person or entity: (i) approach, attempt to hire, solicit to hire and/or hire any person, entity, and/or personnel of any entity employed or engaged (whether as an employee or independent contractor) then or within the preceding six (6) months by Licensor; and/or (ii) counsel any person, entity, and/or personnel of any entity then employed or engaged by Licensor (whether as an employee or independent contractor) to leave Licensor's employment or engagement.

13 MISCELLANEOUS

13.1 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid registered mail, fax transmission, email or by courier service, addressed as follows:

TO LICENSOR:

Attn: CEO
Highmark Renewables Research Corp.
#128, 14-9977-178 Street, Edmonton,
Alberta, Canada T5T 6J6

Fax: (780) 429-4453
Email: shanechrapko@gmail.com
Email: Evan.Chrapko@gmail.com

TO LICENSEE:

Attn: General Manager
Growing Power Management Ltd.
Box 130 Vegreville, Alberta, Canada T9C 1R1
Fax: (780) 768-3888
Email: info@GrowingPower.com

13.1.1 Notices sent by prepaid registered mail or courier services shall be deemed to be received by the addressee on the fifth (5th) day (excluding Saturdays, Sundays, statutory holidays and any period of postal disruption) following the mailing thereof.

13.1.2 Notices personally served shall be deemed received when actually delivered or transmitted, provided such delivery or transmission shall be during normal business hours.

13.1.3 Notices sent by fax or email shall only be deemed received when actually received by the recipient.

13.2 Waiver. No provisions of this Agreement may be waived, terminated, modified, or discharged, orally or otherwise, except by a writing of subsequent date hereto which is executed by a party against whom the waiver, termination, modification, or discharge is sought to be enforced.

13.3 No Estoppel For Failure to Enforce. Failure by a party to this Agreement to enforce any right under this Agreement, for any length of time or for any reason, does not negate or otherwise cancel that right. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement.

13.4 Severability. If any terms of this Agreement are found to be unenforceable at law by way of contravening public policy or by virtue of internal inconsistency within the Agreement, to the extent possible the obvious intent of the Agreement will replace such term(s) and, failing that possibility, the offending term(s) will be deemed struck without affecting the enforceability of any of the rest of the Agreement.

13.5 Arbitration and Governing Law. In the event of any dispute among the parties arising from or related to this Agreement (a "Dispute"), each party agrees to cooperate with the other party and mutually work together in good faith towards the resolution of the Dispute for a thirty (30) calendar day period following written notice to the other party, as provided for in this Agreement (the "Resolution Period"). In the event that the parties fail to resolve the Dispute within the Resolution Period, the parties agree that they will resolve the Dispute by arbitration and not by legal proceedings, legal action, or legal process. Any arbitration will be conducted in accordance with the Arbitration Act of the Province of Alberta (the "Arbitration Act"). The parties agree that there will be three (3) neutral arbitrators (the "Arbitrators") appointed in accordance with the Arbitration Act, at least one (1) of whom has been actively engaged in the practice of law for at least ten (10) years and is experienced in the area of intellectual property and technology transfer law and transactions. Except as otherwise required by the Arbitration Act, the Arbitrators will apply the laws of the Province of Alberta. Any award or decision obtained from any such arbitration will be final and binding upon the parties, and judgment upon any award thus obtained may be entered in the Law Courts of the City of Edmonton in the Province of Alberta. This Agreement will be governed by and construed under the laws of the Province of Alberta, without reference to any Choice of Law provisions therein.

13.6 Limitation of Actions. Subject to Section 13.5, Licensee may not bring any action, claim, or proceeding, regardless of form, arising out of or relating to this Agreement more than two (2) years after the event giving rise to such action, claim, or proceeding.

13.7 Compliance with Laws. Licensee will, at its own expense, use the Biogas Technology and/or the Biogas Intellectual Property in a careful and proper manner and will comply with and conform to all Federal, Provincial, Municipal and local laws, rules, codes, regulations and ordinances.

13.8 Injunctive Relief. The restrictions contained in this Agreement are necessary for the protection of the goodwill and business of Licensor and are considered by Licensee to be reasonable for such purpose. Notwithstanding Section 13.5, in the event of any Dispute in which, due to the subject matter of the Dispute and the potential for substantial, immediate and irrevocable harm to Licensor, time is of the essence in securing equitable remedies, the parties agree that, in addition to such other remedies which may be available, Licensor will be entitled to seek specific performance and other injunctive relief.

13.9 Third-Party Beneficiaries. This Agreement does not benefit or create any legal or equitable right, remedy, or claim in or on behalf of any third party other than the parties and their respective successors and permitted assigns, and validly court-appointed administrators, if any. This Agreement and all of its terms and conditions are for the sole and exclusive benefit of the parties, their respective successors and permitted assigns, and validly court-appointed administrators, if any.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together but one and the same document.

13.11 Headings. Headings and titles used in this Agreement are for convenience and ease of reference and do not carry or imply any interpretive value for the respective legal terms and concepts being labeled.

13.12 Entire Agreement and Amendment. This Agreement constitutes the entire agreement among the parties concerning the subject matter discussed herein, and supersedes all prior agreements, correspondence, representations and writings regarding its subject matter. No change, alteration or modification to this Agreement may be made, except in writing, signed by the parties hereto.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HIGHMARK RENEWABLES RESEARCH CORP.

By: Evan V Chrapko
Name:
Title:

GROWING POWER MANAGEMENT LTD.

By:
Name:
Title:

SCHEDULE A

BIOGAS TECHNOLOGY

The Biogas Technology is described as follows: The basic concept of the technology is to treat manure and other organic waste materials as a resource rather than a waste, focus on resource recovery, including energy, nutrients, and water, and mitigate greenhouse gas emissions and other environmental impacts. The technology is comprised of seven major components: manure (organic materials) handling, biogas production, biogas utilization, liquid/solid separation, nutrient recovery system, bio-based fertilizer production and an integrating system. The manure handling system is comprised of an ALLU bucket and the central dump hopper. Fresh manure or organic materials enters the central dump hopper through an ALLU bucket, where large foreign objects will be removed. The dump hopper is equipped to adjust temperature and the solid/liquid ratio of manure to a predetermined level. Biogas production is achieved through anaerobic digestion. The temperature in the anaerobic digesters is maintained at 55 to 60°C, which will create an optimal growth temperature for a consortium of thermophilic bacteria. This condition will shorten the hydraulic retention time, destroy over 99% of pathogens present in raw manure and maximize biogas production. Biogas utilization includes a co-generation unit, which is connected to the grid, and a heat exchanger system, which allows delivery of waste heat produced by the co-generation unit to digesters, the hopper and fertilizer production system. After the anaerobic digestion that produces biogas, the remaining material is transferred to a system for liquid/solid separation. The liquid is then treated in the nutrient recovery system through physical and chemical processes to recover nitrogen and phosphate and produce reusable water. The solids are processed through an aggregation process combined with a nutrient enrichment process, if required, to produce solid bio-based fertilizer with balanced nutrients. The bio-based fertilizer will be produced in different forms and moisture contents depending on the end uses and transportation requirements. The rate of nutrient release from the bio-based fertilizers may be controlled by the aggregate size and density. The last component is to integrate all these processes and optimize each component and makes anaerobic digestion and nutrient recovery from manure or other organic wastes an economically viable operation. This integrated process will mitigate greenhouse gas emissions and reduce other negative environmental impacts associated with manure and organic waste management.

The technology further includes improvements to the anaerobic digestion system, whereby the improved system is demonstrably capable of treating the type of organic waste material that occurs in the highest concentration, which is generally very high in solids and fibers and is highly heterogeneous. The improvements are comprised of apparatus, methods, and systems for processing waste, in which at least a portion of the waste is disrupted to release embedded hard particulates, and the released hard particulates are segregated therefrom. The processed waste can then be diluted to decrease the solid content. The improvements further comprise apparatus, methods and systems that break up bulky structures contained in the waste prior to dilution.

The Biogas Technology expressly includes, but are not limited to, the inventions comprising the entire disclosure and claims of United States Patent Nos. 7,771,598; 7,927,491; and 7,014,768; U.S. Patent Application Publication Nos. US-2010-0136629-A1 and US-2010-0297740-A1; U.S. Provisional Application Nos. 61/364,861 and 61/387,575; and Canadian patent 2,416,690.

SCHEDULE B

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is by and between Highmark Renewables Research Corp. ("HRR"), Growing Power Management Ltd. ("Growing Power" and, together with HRR, the "Hosts") and ________________________ (the "Assignor" and, together with the Hosts, each a "Party" and together, the "Parties"), and is effective as of the _____ day of __________, 20___ (the "Effective Date").

WHEREAS A, Assignor wishes to make use of certain resources at the proposed biogas facility commonly referred to by the Hosts as the "Growing Power Hairy Hill Integrated Biorefinery," located near Vegreville, Alberta, Canada (the "Plant") for a period of time to be mutually agreed to by the Parties (the "Visit"); and

WHEREAS B, In connection with the Visit, Assignor desires and intends to, and does hereby convey, transfer and assign to HRR any and all rights, title and interest in and to any and all Assignor Intellectual Property (as defined herein) it or its Representatives (as defined herein) may have for the duration and upon the conclusion of the Visit in consideration for the Hosts permitting the Visit; and

WHEREAS C, The Hosts wish to have Assignor Visit the Plant and desire for all ownership of the Assignor Intellectual Property to vest in HRR.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions.

(a) "Assignor Intellectual Property" means any and all Intellectual Property that is: (i) made, conceived, created, developed, reduced to practice, or acquired by Assignor either before, on, or after the Effective Date; and (ii) arises from, is related to, or otherwise pertains to Assignor's Visit, Assignor's exploitation of the Plant and/or any relationship or arrangement between Assignor and either Host arising from or related to this Agreement or the Visit (the "Use of the Plant").

(b) "Confidential Information" means information maintained by either Host as confidential and not generally known within the industry. Confidential Information will include, without limitation, Assignor Intellectual Property and any other business, technical, or financial information that satisfies the conditions set forth in the preceding sentence.

(c) "Intellectual Property" means: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, procedures, combination of steps, technical and other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, purchasing techniques, supplier lists, supplier information and advertising strategies; (vi) any and all rights to obtain, register, perfect and enforce contractual, proprietary and statutory interests, among others, in and to the foregoing in any country, region, or jurisdiction of the world; and (vii) any and all rights to file and prosecute any past or current patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, corrections, extensions and re-examinations thereof, whether foreign or domestic.

(d) "Representatives" mean directors, officers, limited and general partners, employees, independent contractors, consultants, agents, representatives and any other personnel.

2. Assignment and Further Assurances.

(a) The Parties agree that HRR retains all rights, title and interests in and to the Assignor Intellectual Property, and is the sole and exclusive owner of the Assignor Intellectual Property, in each instance, whether created prior to or subsequent to the Effective Date. Assignor waives, and agrees to waive, any moral rights as an author of any Assignor Intellectual Property. To the extent that for any reason all rights, title and interests in and to the Assignor Intellectual Property do not automatically vest in HRR pursuant to this Agreement and instead vest in Assignor, Assignor hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Assignor Intellectual Property to HRR.

(b) Assignor agrees to perform all acts deemed desirable by the Hosts and to use its best efforts to provide all assistance, cooperation and information requested by the Hosts in order to permit and assist HRR in obtaining and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in and to any and all Assignor Intellectual Property. Without limiting the foregoing, Assignor agrees to take all appropriate measures as determined by HRR, at Assignor's sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to HRR of any and all rights, title and interest in and to the Assignor Intellectual Property. Assignor agrees that its obligation and the obligation of its Representatives to comply with the requirements set forth in this Section 2, when it is in its or its Representatives' power to do so, will continue during and at all times after the conclusion of the Visit.

(c) If HRR is unable, for any reason, to secure any signatures from Assignor or its Representatives to apply for or to pursue any application for any Canadian, United States, PCT or foreign letters patent, mask work, copyright registration, or trademark registration covering inventions, mask works, original works of authorship or trademarks assigned to HRR herein, then Assignor hereby irrevocably designates and appoints HRR and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and/or transfer of letters patent, mask works, copyright registrations, or trademark registrations thereon with the same legal force and effect as if executed by Assignor or its Representatives. Pursuant to this Section 2(c), Assignor hereby agrees and stipulates that any and all such decisions made on Assignor's behalf and stead by HRR or its officers or agents are, and will be deemed to be, fully informed and voluntary decisions by Assignor, and any and all such decisions are, and will be deemed to have been, made with the complete and unconditional agreement of, authorization by and consent of Assignor.

(d) Assignor hereby releases, discharges and covenants not to assert against HRR and/or its Representatives all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to any and all decisions made on Assignor's behalf and stead by HRR or its officers or agents pursuant to Section 2(c), including, but not limited to, any and all claims of breach of fiduciary duty by HRR or its officers or agents, notwithstanding whether such a fiduciary duty exists, and any claims arising from or related to the existence of any agency relationship or any liability stemming therefrom.

(e) If Assignor believes, knows, or is on notice, constructive or actual, that any of the enforceable rights in the Assignor Intellectual Property are being infringed by a third party, Assignor will promptly notify the Hosts in writing of said infringement and will provide to the Hosts any reasonable evidence thereof.

(f) If HRR brings an action or proceeding to enforce or defend any of its rights in or to the Assignor Intellectual Property, Assignor will provide all reasonable assistance, cooperation and information to the Hosts to assist HRR in preparing for and enforcing its interests and rights under this Agreement. In particular, among other things and notwithstanding Assignor's other obligations hereunder, Assignor agrees to render all reasonable assistance by promptly providing documents in any form requested by the Hosts and locating and making its Representatives available as witnesses. This reasonable assistance will be provided throughout any and all stages of the action or proceeding, including, without limitation, investigation, preparation, pre-trial, motions, trial and appeal.

(g) Assignor agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with HRR's ownership of and rights with respect to the Assignor Intellectual Property, including, without limitation, any assertion of ownership by Assignor with respect to the Assignor Intellectual Property.

(h) Assignor agrees to periodically provide to HRR, including, without limitation, upon HRR's request, an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as HRR may provide from time to time. Assignor will promptly disclose in writing to HRR any and all Assignor Intellectual Property of which it is aware (after reasonable diligence). Without limiting the foregoing, Assignor further agrees to provide to HRR an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as HRR may provide from time to time, upon the conclusion of its Visit and following the conclusion of any employment or other arrangement with any of its Representatives.

3. Obligations and Understandings with Respect to Representatives.

(a) Assignor agrees to maintain, subject to the terms and conditions in this Section 3 and at its own expense, records (the "Records") of all of its Representatives whose relationship with Assignor arises from or relates to Assignor's Use of the Plant, which such obligations will include, without limitation, maintaining authenticated copies of any agreements made with any such Representatives. Assignor agrees to use its best efforts to maintain the Records.

(b) Assignor will ensure that all of its Representatives:

(i) Maintain accurate and complete records of all activities taking place during the Visit, including, without limitation, the documentation of any Assignor Intellectual Property;

(ii) Properly and prior to the commencement of their service status or the Effective Date, as applicable, assign, convey and transfer to Assignor any and all of their rights, title and interest in and to any and all Intellectual Property, including, without limitation, any Assignor Intellectual Property;

(iii) Properly and prior to the commencement of their service status or the Effective Date, as applicable, waive any moral rights as authors of any Intellectual Property, including, without limitation, any Assignor Intellectual Property;

(iv) Properly and prior to the commencement of their service status or the Effective Date, as applicable, sign a confidentiality and intellectual property assignment agreement; and

(v) Properly and periodically, including, without limitation, upon the request of HRR and upon the conclusion of the Representative's service status, sign confidentiality and intellectual property assignment agreements subsequent to the Effective Date, assigning, conveying and transferring to Assignor any and all of their rights, title and interest in and to any and all Assignor Intellectual Property.

4. <u>Confidential Information.</u>

(a) Assignor agrees to: (i) maintain each Host's Confidential Information in strict confidence and with the level of care given to Assignor's own most sensitive information, which will in no event be less than a reasonable standard of care; (ii) not disclose, make available, or permit others to make available each Host's Confidential Information, apart from Assignor's Representatives where disclosure is necessary for the Use of the Plant; and (iii) not use the Confidential Information of each Host for any purpose other than to perform Assignor's obligations or exercise Assignor's rights pursuant to this Agreement. Assignor agrees to take all steps to ensure that Confidential Information is not disclosed or made available by its Representatives in violation of the terms of this Agreement and agrees that it will be liable for a breach of the confidentiality obligations set forth in this Agreement by its Representatives. Assignor also agrees not to make copies of any Confidential Information except as authorized by both of the Hosts in writing.

(b) Confidential Information does not include information that: (i) is or becomes generally known in the public domain through no act or omission of Assignor; (ii) a Host regularly discloses to third parties without restriction on disclosure; (iii) is independently developed by employees or independent contractors of Assignor who had no access to any Confidential Information or personal with Confidential Information; or (iv) is already rightfully known to Assignor (as conclusively established by its records) without nondisclosure obligations before Assignor received such information. In addition, Assignor may use or disclose a Host's Confidential Information to the extent: (i) approved in writing by such Host; or (ii) required by law, rule, regulation, or code, or pursuant to a subpoena, court order, or other governmental requirement; *provided, however,* that prior to any such compelled disclosure, Assignor will give such Host reasonable advance written notice of any such disclosure and cooperate with such Host in protecting against any such disclosure and/or obtaining a protective order.

(c) In the event of the termination of this Agreement, the restrictions on the use and disclosure of Confidential Information will continue in full force and effect even after this Agreement is terminated. Upon the request of a Host, Assignor will either, at such Host's request: (i) return all materials embodying or derived from any Confidential Information; or (ii) destroy all such materials, rendering them unusable, and thereafter provide the Hosts with written confirmation of such destruction.

5. <u>Release</u>. Assignor hereby releases, discharges and covenants not to assert against either Host or its Representatives all claims, causes, obligations, rights of action, or liabilities of any kind or

nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to the Assignor Intellectual Property.

6. Miscellaneous.

(a) Representations and Warranties. Assignor represents and warrants that its performance of all the terms of this Agreement does not and will not breach any agreement or understanding Assignor has entered into, or will enter into, with any third party, including, without limitation, any agreement or understanding to keep in confidence proprietary information or materials acquired by Assignor in confidence or in trust prior to or during the Visit. Assignor will not induce the Hosts to use any Intellectual Property or non-public proprietary information or material belonging to a third party during the Visit in violation of such third party's rights.

(b) Publicity. Assignor will not disclose, make public or authorize or permit the disclosure, publication, or release of: (i) any Assignor Intellectual Property, any description or summary thereof, or any information arising from or relating thereto; and/or (ii) any information arising from or related to this Agreement, its subject matter, or the Use of the Plant.

(c) Indemnification. Assignor will indemnify, defend and hold harmless each Host and its equity holders, affiliates, Representatives, successors and assigns from and against all claims, causes, allegations (whether threatened or pending), judgments, liabilities, obligations, damages, expenses, costs, fees (including reasonable attorneys' fees) and losses arising from or related to: (i) its or its Representatives' negligence or intentional misconduct; (ii) any breach of this Agreement arising from or related to its or its Representatives' action or inaction; (iii) the bodily injury, sickness, disease or death of any person, or injury, damage or destruction to any property arising from or related to Assignor's Use of the Plant; (iv) the violation, infringement or misappropriation of the intellectual property or proprietary rights of any third party arising from or related to Assignor's Use of the Plant, including, without limitation, the Hosts; and/or (v) any exploitation, modification, operation, or use in combination of the Assignor Intellectual Property not approved by both Hosts that infringes, misappropriates, or violates any Intellectual Property right of any third party.

(d) Limitation on Liability. NEITHER HOST WILL BE LIABLE TO ASSIGNOR OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR LOST REVENUE, HOWEVER CAUSED, AND WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER HOST'S TOTAL LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (CDN$100).

(e) Non-Solicitation and Non-Disparagement. Assignor will not, without the prior written consent of both Hosts, indirectly or directly, individually or together with, or through any third party: (i) approach, attempt to hire, solicit to hire and/or hire any person, entity, and/or personnel of any entity employed or engaged (whether as an employee or independent contractor) then or within the preceding six (6) months by either Host; and/or (ii) counsel any person, entity, and/or personnel of any entity then employed or engaged by either Host (whether as an employee or independent contractor) to leave such Host's employment or engagement. Further, Assignor will take no action reasonably likely to negatively influence any of the Hosts' potential or current clients, customers, investors, partners or suppliers, or solicit, influence, or attempt to influence any client, customer, or other third party either directly or indirectly, to direct any purchase of products and/or services or investment to any third party in competition with the business of the Company. Assignor agrees not to make any oral, written, or electronic communication to any third party which has the effect, or is reasonably likely to have the effect, of damaging the reputation of, or otherwise work in any way to the detriment of, the Hosts.

(f) Survival. The obligations set out in Sections 1 through 5, 6(b) through 6(f), 6(h) through 6(j) and 6(l) herein will continue beyond any termination of this Agreement and shall be binding upon Assignor's executors, administrators, assigns and other legal representatives.

(g) Waiver. No provision of this Agreement may be waived, terminated, modified, or discharged, orally or otherwise, except by a writing of subsequent date hereto which is executed by the Party against whom the waiver, termination, modification, or discharge is sought to be enforced.

(h) No Estoppel For Failure to Enforce. Failure by a Party to this Agreement to enforce any right under this Agreement, for any length of time or for any reason, does not negate or otherwise cancel that right. Neither the course of conduct between the Parties nor trade usage will act to modify or alter the provisions of this Agreement.

(i) Third-Party Beneficiaries. This Agreement does not benefit or create any legal or equitable right, remedy, or claim in or on behalf of any third party other than the Parties and their respective successors and permitted assigns, and validly court-appointed administrators, if any. This Agreement and all of its terms and conditions are for the sole and exclusive benefit of the Parties, their respective successors and permitted assigns, and validly court-appointed administrators, if any.

(j) Injunctive Relief. The restrictions contained in this Agreement are necessary for the protection of the goodwill and business of the Hosts and are considered by Assignor to be reasonable for such purpose. Assignor agrees that any action or omission by Assignor in breach of this Agreement is likely to cause substantial and irrevocable damage, and, therefore, in the event of such breach, the Parties agree that the Hosts, in addition to such other remedies which may be available, will be entitled to seek specific performance and other injunctive relief.

(k) Entire Agreement and Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter discussed herein, and supersedes all prior agreements, correspondence, representations and writings regarding its subject matter. No change, alteration, or modification to this Agreement may be made, except in writing, signed by the Parties hereto.

(l) Governing Law. This Agreement will be governed by and construed under the laws of the Province of Alberta, without reference to any Choice of Law provisions therein.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[ASSIGNOR]

By: ______________________________
Name:
Title:

HIGHMARK RENEWABLES RESEARCH CORP.

By: ______________________________
Name:
Title:

GROWING POWER MANAGEMENT LTD.

By: ______________________________
Name:
Title:

SCHEDULE C

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is by and between Highmark Renewables Research Corp. ("HRR"), Growing Power Management Ltd. (the "Company") and ______________________ (the "Assignor" and, together with the Company and HRR, each a "Party" and together, the "Parties"), and is effective as of the ______ day of __________, 20___ (the "Effective Date").

WHEREAS A, Assignor is, or wishes to be, employed, contracted, or otherwise engaged, whether or not for compensation, by the Company, and/or Assignor wishes to be permitted on the premises of the proposed biogas facility commonly referred to as the "Growing Power Hairy Hill Integrated Biorefinery," located near Vegreville, Alberta, Canada (the "Relationship"); and,

WHEREAS B, In the course of Assignor's Relationship with the Company, Assignor may make, conceive, create, develop, reduce to practice, or acquire Assignor Intellectual Property (as defined herein); and,

WHEREAS C, Assignor desires and intends to, and does hereby irrevocably convey, transfer and assign to the Company any and all rights, title and interest in and to any and all Assignor Intellectual Property, whether currently existing either before or on, or which may be made, conceived, created, developed, reduced to practice, or acquired after, the Effective Date; and,

WHEREAS D, the Company desires to utilize HRR's Biogas Technology and the Biogas Intellectual Property in connection with the Purpose (pursuant to and as defined in the corollary License Agreement between the Company and HRR); and,

WHEREAS E, the Company desires and intends to, and does hereby irrevocably convey, transfer and assign to HRR any and all rights, title and interest in and to any and all Assignor Intellectual Property, whether currently existing either before or on, or which may be made, conceived, created, developed, reduced to practice, or acquired after, the Effective Date.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions.

(a) "Assignor Intellectual Property" means any and all Intellectual Property that is: (i) made, conceived, created, developed, reduced to practice, or acquired by Assignor either before, on, or after the Effective Date; and (ii) arises from, is related to, or otherwise pertains to the Relationship.

(b) "Confidential Information" means information maintained by the Company or HRR as confidential and not generally known within the industry. Confidential Information will include, without limitation, Assignor Intellectual Property and any other business, technical, or financial information of the Company or HRR or any third party that satisfies the conditions set forth in the preceding sentence.

(c) "Intellectual Property" means: (i) trade secrets, information maintained in secret whether or not designated as a trade secret, ideas, discoveries, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, procedures, combination of steps, technical and other data, designs, drawings, diagrams, flow charts, specifications, source code, object code, program listings and test results; (ii) inventions and designs (whether patentable or unpatentable, and whether or not reduced to practice), all improvements thereto, and all patents, patent applications and patent disclosures, together with all re-issuances, corrections, continuations, continuations-in-part, divisionals, revisions, extensions and re-examinations thereof, whether foreign or domestic; (iii) distinctive identifiers, including trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, whether foreign or domestic; (iv) copyrightable works of expression, all copyrights (whether or not registered), all copyright applications, registrations, renewals in connection therewith, whether foreign or domestic, derivative works and moral rights thereof; (v) business marketing plans, proposals and strategies, markets and marketing methods, customer lists and customer information, sponsor lists and sponsor information, purchasing techniques, supplier lists, supplier information and advertising strategies; (vi) any and all rights to obtain, register, perfect and enforce contractual, proprietary and statutory interests, among others, in and to the foregoing in any country, region, or jurisdiction of the world; and (vii) any and all rights to file and prosecute any past or current patents, patent applications and patent disclosures, together with all re-issuances, continuations, continuations-in-part, divisionals, revisions, corrections, extensions and re-examinations thereof, whether foreign or domestic.

2. <u>Assignment and Further Assurances</u>.

(a) The Parties agree that HRR ultimately retains all rights, title and interests in and to the Assignor Intellectual Property (as defined herein), and is the sole and exclusive owner of the Assignor Intellectual Property, in each instance, whether created prior to or subsequent to the Effective Date. Assignor waives, and agrees to waive, any moral rights as an author of any Assignor Intellectual Property. To the extent that for any reason all rights, title and interests in and to the Assignor Intellectual Property do not automatically vest in the Company or HRR pursuant to this Agreement and instead vest in Assignor, Assignor hereby assigns, conveys and transfers, and agrees to assign, convey and transfer, without further consideration, all of its rights, title and interests in and to the Assignor Intellectual Property to the Company. The Company, in consideration of access to HRR's Biogas Technology and the Biogas Intellectual Property pursuant to the corollary License Agreement between the Company and HRR, and other valuable consideration, the receipt of which is hereby acknowledged, desires and intends to, and does hereby convey, transfer and assign to HRR any and all rights, title and interest in and to any and all Assignor Intellectual Property it or its Representatives (as defined herein) may have.

(b) Assignor agrees to perform all acts deemed desirable by the Company or HRR and to use its best efforts to provide all assistance, cooperation and information requested by the Company or HRR in order to permit and assist Company or HRR in obtaining and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in and to any and all Assignor Intellectual Property. Without limiting the foregoing, Assignor agrees to take all appropriate measures as determined by the Company or HRR, at the Company's sole cost and expense, to effect and to perfect the assignment, conveyance and transfer to the Company of any and all rights, title and interest in and to the Assignor Intellectual Property. Assignor agrees that its obligation to comply with the requirements set forth in this Section 2, when it is in its power to do so, will continue during and at all times after the conclusion of the Relationship.

(c) If the Company or HRR is unable, for any reason, to secure any signatures from Assignor to apply for or to pursue any application for any Canadian, United States, PCT or foreign letters patent, mask work, copyright registration, or trademark registration covering inventions, mask works, original works of authorship or trademarks assigned to the Company or HRR herein, then Assignor hereby irrevocably designates and appoints HRR and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance, maintenance and/or transfer of letters patent, mask works, copyright registrations, or trademark registrations thereon with the same legal force and effect as if executed by Assignor. Pursuant to this Section 2(c), Assignor hereby agrees and stipulates that any and all such decisions made on Assignor's behalf and stead by HRR or its officers or agents are, and will be deemed to be, fully informed and voluntary decisions by Assignor, and any and all such decisions are, and will be deemed to have been, made with the complete and unconditional agreement of, authorization by and consent of Assignor. This power of attorney is coupled with an interest and will not be affected by Assignor's subsequent incapacity.

(d) If Assignor believes, knows, or is on notice, constructive or actual, that any of the enforceable rights in the Assignor Intellectual Property are being infringed by a third party, Assignor will promptly notify the Company or HRR in writing of said infringement and will provide to the Company or HRR any reasonable evidence thereof.

(e) If HRR brings or participates in an action or proceeding to enforce or defend any rights in or to the Assignor Intellectual Property, Assignor will provide all reasonable assistance, cooperation and information to HRR. In particular, among other things and notwithstanding Assignor's other obligations hereunder, Assignor agrees to render all reasonable assistance by promptly providing documents in any form requested by HRR and making itself available as witnesses. This reasonable assistance will be provided throughout any and all stages of the action or proceeding, including, without limitation, investigation, preparation, pre-trial, motions, trial and appeal.

(f) Assignor agrees and stipulates that it will not take any action to, or omit to take any action which may, jeopardize, limit, or interfere with HRR's or any third-party assignee's ownership of and rights with respect to the Assignor Intellectual Property, including, without limitation, any assertion of ownership by Assignor with respect to the Assignor Intellectual Property.

(g) Assignor agrees to maintain current and complete records of all Assignor Intellectual Property made by Assignor (whether solely or jointly with others) and all other activities engaged in by Assignor during the Relationship, which Assignor agrees will be the sole and exclusive property of HRR. Upon the request of the Company or HRR and upon the termination of the Relationship, Assignor will return all such records, and thereafter provide the Company and HRR with written confirmation thereof.

(h) Assignor agrees to periodically provide to the Company or HRR, including, without limitation, upon the Company's or HRR's request, an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as the Company or HRR may provide from time to time. Assignor will promptly disclose in writing to the Company and HRR any and all Assignor Intellectual Property of which it is aware. Without limiting the foregoing, Assignor further agrees to provide to the Company and HRR an agreement confirming the terms set forth in this Agreement, or sign an updated replacement for this Agreement, as the Company or HRR may provide from time to time, upon the termination of its Relationship.

3. <u>Confidential Information</u>.

(a) Assignor agrees to: (i) maintain the Confidential Information in strict confidence, which will in no event be less than a reasonable standard of care; (ii) not disclose, make available, or permit others to make available the Confidential Information; and (iii) not use the Confidential Information for any purpose other than as necessary to perform Assignor's obligations pursuant to the

Relationship. Assignor also agrees not to make copies of any Confidential Information except as authorized by the Company or HRR in writing.

(b) In the event of the termination of the Relationship or this Agreement, the restrictions on the use and disclosure of Confidential Information will continue in full force and effect. Upon the request of the Company or HRR, and/or upon the termination of the Relationship, Assignor will return all materials embodying or derived from any Confidential Information, and thereafter provide the Company and HRR with written confirmation thereof.

(c) Assignor agrees that its agreements in this Section 3 are intended to be for the benefit of the Company and HRR and any third party that has entrusted information or materials to the Company or HRR.

4. Release. Assignor hereby releases, discharges and covenants not to assert against the Company or HRR all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, arising from or relating to the Assignor Intellectual Property.

5. Miscellaneous.

(a) Representations and Warranties. Assignor represents and warrants that its performance of all the terms of this Agreement does not and will not breach any agreement or understanding Assignor has entered into, or will enter into, with any third party.

(b) Survival. The obligations set out in Sections 1 through 4, 5(b), 5(d) and 5(f) will continue beyond any termination of this Agreement and shall be binding upon Assignor's executors, administrators, heirs, assigns and other legal representatives.

(c) Waiver. No provision of this Agreement may be waived, terminated, modified, or discharged, orally or otherwise, except by a writing of subsequent date hereto which is executed by the Party against whom the waiver, termination, modification, or discharge is sought to be enforced.

(d) No Estoppel For Failure to Enforce. Failure by a Party to this Agreement to enforce any right under this Agreement, for any length of time or for any reason, does not negate or otherwise cancel that right. Neither the course of conduct between the Parties nor trade usage will act to modify or alter the provisions of this Agreement.

(e) Entire Agreement and Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter discussed herein, and supersedes all prior agreements, correspondence, representations and writings regarding its subject matter. No change, alteration, or modification to this Agreement may be made, except in writing, signed by the Parties hereto.

(f) Governing Law. This Agreement will be governed by and construed under the laws of the Province of Alberta, without reference to any Choice of Law provisions therein.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[ASSIGNOR]

By: ______________________________
Name:

GROWING POWER MANAGEMENT LTD.

By: ______________________________
Name:
Title:

HIGHMARK RENEWABLES RESEARCH CORP.

By: ______________________________
Name:
Title:

Assignor hereby confirms its acceptance of and agreement to this Agreement upon the conclusion of its Relationship with the Company, as of the ______ day of __________, 20___.

[ASSIGNOR]

By: ______________________________
Name:

GROWING POWER MANAGEMENT LTD.

By: ______________________________
Name:
Title:

Tab G

AGREEMENT TO MODIFY LICENSE AGREEMENT

THIS AGREEMENT DATED THE 29 DAY OF July, 2011.

BETWEEN:

HIGHMARK RENEWABLES RESEARCH CORP. in its own right and In its capacity as the General Partner for, on behalf of and in the name of Highmark Renewables Research Limited Partnership (Highmark")

OF THE FIRST PART

- and -

AGRICULTURE FINANCIAL SERVICES CORPORATION, a corporation established by the Agriculture Financial Services Act, Revised Statutes of Alberta 2000, Chapter A-12, having an office at 4910 - 52nd Street (P.O. Box 5000, Stn. Main, T4V 4E8), in Camrose, in the Province of Alberta ("AFSC")

OF THE SECOND PART

WHEREAS Highmark is the General Partner of the Highmark Renewables Limited Partnership (the "Limited Partnership") pursuant to the limited partnership agreement dated the 11th day of June, 2007 (the "Limited Partnership Agreement");

AND WHEREAS the Limited Partnership was registered with Alberta Corporate Registry on the 11th day of June, 2007, as number LP13291265 and all amendments thereto;

AND WHEREAS Highmark granted a License Agreement to Growing Power Management Ltd. ("Growing Power") attached in Schedule "A" hereto (hereinafter called the "License");

AND WHEREAS the License is essential to Growing Power in its ongoing operation of the Plant, as defined in the License, (the "Plant") because the ability of Growing Power to exploit the technology licensed therein by Highmark is fundamental to the continued operation of the Plant;

AND WHEREAS Growing Power has borrowed $2,000,000.00 from AFSC under the terms of an Offer Letter dated July 25 2011 and is now indebted to AFSC in accordance with the terms of that Offer Letter and has granted security over the Plant and other assets to AFSC as security for that indebtedness (the "VAPP Loan Obligations");

AND WHEREAS Growing Power has issued Debentures Series A-1 to A-10 to secure the indebtedness to the holders of those Debentures Series A-1 to A-10 in a total amount of $8,000,000.00(the "Debenture Series A-1 to A-10 Obligations")

AND WHEREAS Highmark has agreed to assist and support Growing Power with the VAPP Loan Obligations and the Debenture Series A-1 to A-10 Obligations by providing certain assurances and covenants relating to that License to AFSC;

NOW THEREFORE THIS AGREEMENT WITNESSES that in furtherance of the covenant of Highmark not to cancel the License notwithstanding the terms of the License and in consideration of the mutual covenants herein contained the parties have agreed as follows:

1. Highmark agrees that notwithstanding any term or condition in the License to the contrary the obligation to pay any and all financial obligations to Highmark by Growing Power under the License in the event that AFSC should demand payment from Growing Power shall be suspended and postponed until AFSC shall consent in writing to the payment by Growing Power of any portion of the financial obligations under the License or until the VAPP Obligations and the Debenture Series A-1 to A-10 Obligations are paid in full.

2. In an event of default on the VAPP Loan Obligations or the Debenture Series A-1 to A-10 Obligations by Growing Power, notwithstanding any provision in the License agreement to the contrary, this Agreement shall entitle AFSC to the right to exploit the technology in the place of Growing Power in the continued operation of the Plant with all the rights and obligations as contained in the License, with all financial and reporting obligations suspended and postponed as provided for in this Agreement as though AFSC were the original Licensee until the VAPP Loan Obligations and the Debenture Series A-1 to A-10 Obligations are paid in full.

3. Highmark as the Licensor in the License covenants and agrees with AFSC that, notwithstanding anything to the contrary in the terms or conditions in the License, Highmark will not cancel, terminate, alter or amend the terms of the License in the event of a default by Growing Power or otherwise without the consent of AFSC.

4. Highmark covenants and agrees that in the event AFSC sells the Plant as a result of the default by the Growing Power on the VAPP Loan Obligations or the Debenture Series A-1 to A-10 Obligations, Highmark, notwithstanding anything to the contrary in the terms or conditions of the License, agrees to assign to any third party acquiring the Plant the License as an agreement de novo on the same terms and conditions as the License and shall not hold that third party purchaser to any obligation to pay any financial obligations of Growing Power that may have been suspended or postponed under the terms of this Agreement that may have been due under the License prior in time to date of the transfer of the License to that third party .

5. Highmark agrees that it shall at all times hereafter execute and deliver, at the request of the other, all such further documents, deeds and instruments and shall do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

6. The execution and delivery of this Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of Highmark contained in the License , all of which shall, in the manner provided in the License , shall survive.

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

8. This Agreement is made pursuant to and shall be governed in accordance with the laws of the Province of Alberta. The parties attorn to the jurisdiction of the courts of the Province of Alberta and agree that any action that may be brought pursuant to this Agreement shall be brought in the Province of Alberta.

9. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

10. Wherever the singular or one gender is used in this Agreement the same shall be deemed to include the plural, all genders or body politic or corporate and also the heirs, executors, administrators, successors and assigns of the parties hereto and each of them where the context of this Agreement so requires.

11. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Highmark Renewable Research Corp. in its own right and in its capacity as the General Partner of Highmark Renewables Research Limited Partnership

Per:

Per:

Agriculture Financial Services Corporation

Per:

Per:

ACKNOWLEDGMENT AND ACCEPTANCE

Growing Power Hairy Hill Limited Partnership named in the Agreement to Modify License Agreement hereby acknowledges receipt of notice thereof, hereby accepts the changes to the License in favour of AFSC included therein and confirms that in the event of default of payment and AFSC electing to exercise its rights thereunder, then Growing Power Hairy Hill Limited Partnership agrees that AFSC will be given all rights as the Licensee and subject to this Agreement to Modify License Agreement and that none of the amendments apply to Growing Power Hairy Hill Limited Partnership.

GROWING POWER MANAGEMENT LTD.
In its own right and in its capacity
as the General Partner of
GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Per: ______________________

Per: ______________________

EXHIBIT "A"
AGREEMENT TO MODIFY LICENSE AGREEMENT
DATED JULY 29, 2011

AMENDMENT TO AGREEMENT TO MODIFY LICENSE AGREEMENT

THIS AGREEMENT DATED THE /0 DAY OF NOVEMBER, 2011

BETWEEN:

HIGHMARK RENEWABLES ~~RESEARCH~~ CORP. in its own right and in its capacity as the General Partner for, on behalf of and in the name of Highmark Renewables Research Limited Partnership
("Highmark")

OF THE FIRST PART

\- and -

AGRICULTURE FINANCIAL SERVICES CORPORATION, a corporation established by the Agriculture Financial Services Act, Revised Statutes of Alberta 2000, Chapter A-12, having an office at 4910-52 Street (P.O. Box 5000, Stn. Main, T4V 4E8), in Camrose, in the Province of Alberta
("AFSC")

OF THE SECOND PART

WHEREAS Highmark and AFSC are parties to an Agreement to Modify License Agreement dated July 29, 2011 a copy of which is attached hereto as Exhibit "A" (the "Modification Agreement");

AND WHEREAS Growing Power Hairy Hill Limited Partnership is borrowing an additional $3,000,000.00 from AFSC under the terms of an Offer Letter dated September 22, 2011 so that it will be indebted to AFSC in the amount of $5,000,000.00 in accordance with the terms of that Offer Letter and the Offer Letter of July 25, 2011 and has granted security over the plant and other assets to AFSC as security for that indebtedness (the "Increased VAAP Loan Obligations");

AND WHERE AS Highmark has agreed to continue to assist in supporting Growing Power Hairy Hill Limited Partnership with the Increased VAAP Loan Obligations in addition to the VAAP Loan Obligations;

NOW THIS AGREEMENT WITNESSES that in furtherance of the covenants of Highmark not to cancel the License notwithstanding the terms of the License and in consideration of the mutual covenants herein contained the parties have agreed as follows:

1. The parties hereto agree that capitalized terms in this Agreement shall bear the meanings ascribed to them in the Agreement to Modify License Agreement dated July 29, 2011 except as may be amended hereto.

2. Highmark agrees that the Modification Agreement shall apply, *mutatis mutandis*, to the Increased VAAP Loan Obligations as if the Modification Agreement and this Agreement are one and the same agreement except as explicitly amended hereby.

3. Save and except as explicitly amended hereby, the original Modification Agreement shall remain in full force and effect.

4. Highmark agrees that it shall at all times hereafter execute and deliver, at the request of the other, all such further documents, deeds and instruments and shall do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

5. The execution and delivery of this Agreement shall not operate as a merger of the representations or warranties of, or any obligations or covenants of Highmark contained in the License Agreement, all of which shall, in the manner provided in the License Agreement, shall survive.

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

7. This Agreement is made pursuant to and shall be governed in accordance with the laws of the Province of Alberta. The parties attorn to the jurisdiction of the courts of the Province of Alberta and agree that any action that may be brought pursuant to this Agreement shall be brought in the Province of Alberta.

8. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

9. Wherever the singular or one gender is used in this Agreement the same shall be deemed to include the plural, all genders or body politic or corporate and also the heirs, executors, administrators, successors and assigns of the parties hereto and each of them where the context of this Agreement so requires.

10. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Highmark Renewable ~~Research~~ Corp. in its own right and in its capacity as the General Partner of Highmark Renewables Research Limited Partnership

Per: ______________________

Per: ______________________

Agriculture Financial Services Corporation

Per: ______________________

Per: ______________________

ACKNOWLEDGMENT AND ACCEPTANCE

Growing Power Hairy Hill Limited Partnership named in the Amendment to Agreement to Modify License Agreement dated November 10, 2011 hereby acknowledges receipt of notice thereof, hereby accepts the changes to the License Agreement in favour of AFSC included therein and confirms that in the event of default of payment and AFSC electing to exercise its rights thereunder, then Growing Power Hairy Hill Limited Partnership agrees that AFSC will be given all rights as the Licensee and subject to the Agreement to Modify the License Agreement and the Amendment to Amendment to Modify License Agreement and that none of the amendments apply to Growing Power Hairy Hill Limited Partnership.

GROWING POWER MANAGEMENT LTD

ON behalf of GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Per: ______________________

Per: ______________________

TAB H

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2016/04/25
Time of Search: 12:55 PM
Search provided by: BROWNLEE LLP

Service Request Number: 25034484
Customer Reference Number: 85122-0001

Corporate Access Number: 2013086216
Legal Entity Name: HIGHMARK RENEWABLES CORP.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
HIGHMARK RENEWABLES RESEARCH CORP.	2011/08/25

Legal Entity Status: Struck
Struck Off Date: 2015/10/02
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/04/18 YYYY/MM/DD

Registered Office:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Records Address:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Directors:

Last Name: CHRAPKO
First Name: EVAN
Street/Box Number: 14-9977 178 ST NW, SUITE 128
City: EDMONTON
Province: ALBERTA
Postal Code: T5T 6J6

Last Name: CHRAPKO
First Name: SHANE
Street/Box Number: 358-10654 82 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6E 2A7

Last Name: KOTELKO
First Name: P.
Middle Name: BERNARD
Street/Box Number: PO BOX 57
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R1

Last Name: KOTELKO
First Name: MICHAEL
Street/Box Number: PO BOX 721
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R8

Voting Shareholders:

Last Name: CHRAPKO
First Name: EVAN
Street: 14-9977 178 ST NW, SUITE 128
City: EDMONTON
Province: ALBERTA
Postal Code: T5T 6J6
Percent Of Voting Shares: 25

Last Name: CHRAPKO
First Name: SHANE
Street: 358-10654 82 AVE NW

City:	EDMONTON
Province:	ALBERTA
Postal Code:	T6E 2A7
Percent Of Voting Shares:	25

Last Name:	KOTELKO
First Name:	MICHAEL
Middle Name:	JAMES
Street:	PO BOX 721
City:	VEGREVILLE
Province:	ALBERTA
Postal Code:	T9C 1R8
Percent Of Voting Shares:	25

Last Name:	KOTELKO
First Name:	P.
Middle Name:	BERNARD
Street:	PO BOX 57
City:	VEGREVILLE
Province:	ALBERTA
Postal Code:	T9C 1R1
Percent Of Voting Shares:	25

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	AS PROVIDED IN SCHEDULE "A" ATTACHED HERETO.
Share Transfers Restrictions:	NO SHARES SHALL BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED WITHOUT THE CONSENT OF THE DIRECTORS.
Min Number Of Directors:	1
Max Number Of Directors:	20
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	AS PROVIDED IN SCHEDULE "B" ATTACHED HERETO.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2013	2013/07/02

Outstanding Returns:

Annual returns are outstanding for the 2015, 2014 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/04/18	Incorporate Alberta Corporation
2008/07/15	Change Director / Shareholder
2011/08/25	Name Change Alberta Corporation
2013/07/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2015/06/02	Status Changed to Start for Failure to File Annual Returns
2015/10/02	Status Changed to Struck for Failure to File Annual Returns

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/04/18
Other Rules or Provisions	ELECTRONIC	2007/04/18

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

Tab I

Government of Alberta

Trade Name / Partnership Search
Corporate Registration System

Date of Search: 2016/04/22
Time of Search: 08:11 AM
Search provided by: BROWNLEE LLP

Service Request No: 25022758
Customer Reference No: 85122-0001

Registration No: LP13291265
Current Business Name: HIGHMARK RENEWABLES RESEARCH LIMITED PARTNERSHIP
Status of Business Name: Dissolved
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2007/06/11 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Dissolution Date: 2012/02/27 YYYY/MM/DD

Other Information:

Filing History:

List Date	Type of Filing
2007/06/11	Register Limited Partnership
2012/02/27	Amend Limited Partnership
2012/02/27	Dissolve Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000304100385955	2007/06/11
Notice to Amend	10000204100385951	2007/06/11
Notice to Amend	10000804100385953	2007/06/11
Notice to Amend	10000505101397710	2010/04/28
Notice to Amend	10000605101397724	2011/08/25
Notice to Amend	10000105101397726	2011/08/25
Notice to Amend	10000807110135354	2012/02/27
Notice to Cancel	10000507110135355	2012/02/27

Alberta Registries certifies that the information contained in this search is the most recent information filed in the Register of Corporations.

Tab J

1.

This is an agreement in principle, entered into on December 15, 2014 ("Agreement Date"), which shall be recorded in formal documents and approved by Growing Power Hairy Hill L.P. ("GPHH L.P.") except where GPHH L.P.'s approval is not a condition precedent to any of these terms that do not require said approval. If GPHH does not approve of a term herein, that term will be excised without affecting the enforceability of the remaining terms.

All parties to this agreement agree that its provisions take effect on December 31, 2014 ("Effective Date").

For each and every transaction herein, unless otherwise stated, consideration is hereby acknowledged as having been paid and duly received in the amount of one Canadian dollar (CAD 1.00) by and between the parties making an exchange or taking action(s) with one another.

2.

This agreement is entered into under circumstances that currently find all of the subject entities in a position where the fair market value of the equity interest is at best $1.00 (cdn) after working together diligently and in good faith for nearly eight years (in the case of the four brothers). It is the intent and belief of these arm's length parties that the different entities' prospects future financial health can now only be secured—if at all—by having the stated parties undertake the below-agreed actions, thereby concentrating talents and energies on the best-fit, most synergistic activities given everyone's strengths and business interests.

3.

The Master Agreement, as several times amended, by and between Bern Kotelko, Evan Chrapko, Mike Kotelko and Shane Chrapko (who came to be known as the "four brothers" over the course of their relationship since January, 2007), will be terminated.

4.

4BEL Inc. will be wound up.

5.

The four brothers will cause each entity that they control to ratify all past acts of the departing two brothers.

All parties agree to "speak well" of the other parties and GPHH L.P. hereby extends a standing invitation to the Chrapko's to attend every annual general meeting of the partnership in their capacity as co-founders of GPHH L.P. (see Notice to Unitholders and Shareholders in Closing Agenda)

6.
6-a.
GPHH L.P. will agree to pay and maintain in current status all required costs of operating BECII's assets and its costs of doing business, including but not limited to paying property taxes, upkeep, security and insurance (includes Directors and Officers liability coverage), and all payables accumulated through the point of the Managing Director's final pay.

6-b.
At some point in the future, GPHH L.P. will further consider an amalgamation of BECII with itself, if permitted by law and all other relevant authorities.

7.

The Chrapkos will transfer their shares of 1620910 Alberta Ltd—being the bare trust set up for purposes of GPHH L.P.'s financing—to the Kotelkos.

8.

The Chrapkos will transfer their shares in Growing Power Management Limited ("GPML")—being the general partner of both GPHH L.P. and Grow-Gen Energy L.P.—to the Kotelkos.

9.
9-a.
The Chrapkos will cause their entities to swap their units of Grow-Gen Energy L.P. to the Kotelkos
in exchange for the Kotelkos' shares (all classes) in:
-- Biogas and Algae (Barbados) Holdings Inc. ("BABI") and in
-- the two cleantech entities in Canada known as:
+ Himark Biogas Inc. and
+ Algae Grow & Harvest Technology Inc.

9-b.
Shares beneficially owned by Ted Bosse and Peter Kotelko in the "minority interest company" of BABI (being HBI Minority Holdings Inc.), along with their rights and duties in that minority holdco, and shares that Ted and Peter beneficially own in the two cleantech entities in Canada known as Himark Biogas Inc. and Algae Grow & Harvest Technology Inc. will all be transferred to and assumed by the Chrapkos in equal measure.

10.

Ted Bosse and Ogilvie LLP will copy, at their/its cost, all of the files and notes (without restriction or redaction as Ted shall deem sufficient for business purposes) into electronic form, that he/it holds for any of the entities subject to this agreement, and send same to Evan Chrapko.

Evan and Shane Chrapko hereby personally guarantee that Ted's/Ogilvy's fees as rendered to Himark as of yesterday, December 14, 2014, will be paid in full if it turns out that Himark cannot meet those payables obligations.

11.

Both sets of brothers will cause their respective companies to maintain directors & officers liability insurance and they will ensure that such coverage is equally applied-to and equally available for the benefit of the departed brothers.

12.

The Kotelkos agree to be supportive with the Chrapkos' efforts to continue to secure AVAC's remaining funding tranches for Himark.

13.

Fees accrued to the Kotelkos in Himark since January 1, 2013, will be reversed and no longer due & owing and fees accrued to Chrapkos in the GPML and GPHH L.P. will be reversed and no longer due & owing

14.

The $250,000 bridge ($125k from each Kotelko) will be repaid by Himark pro-rata with repayments to the Chrapkos of that principal block of $500,000 (all four brothers contributed $125k each).

15.

All relevant Kotelko people and entities will enter into L.P. assignment and limited power of attorney documents, transferring all their rights, title and interest in the various subject intellectual property, ideas, know-how and trade secrets to BABI in exchange for one Canadian dollar (CAD 1.00), and enabling BABI to carry forward patent prosecution or other litigation (offensive or defensive) of same without BABI ever requiring further involvement from them.

16.

GPHH L.P. and BABI will enter into a cooperation agreement allowing for unrestricted site access and a contractual right to access financial and operating data for a period of 21 years starting with January 1, year 2009.

BABI will cause Himark Biogas Inc. to modify its license agreements with GPHH L.P. to bring the license fee to zero for that same period.

To the extent the following concepts are not already in the license agreements to be modified, they will be added:

- GPHH L.P. will auto-assign, for no further consideration, to Himark all its rights, title and interest to any and all inventions, know-how, trade secrets and business methods, whether or not they are patentable and whether or not they are reduced to practice.
- Himark will allow GPHH L.P. to use inventions that either party conceives without any further license fees being required to be paid to Himark.

Nothing being agreed here allows GPHH L.P. to use any technology in an expanded plant or in other new plants or new plant sites and nor does anything here allow GPHH L.P. to compete with BABI/Himark/AGHT in any manner, directly or indirectly, without entering into further, other mutually agreeable, written terms to do so.

Nothing being agreed here jeopardizes or otherwise condones relaxing the terms and conditions of the separate agreement which Himark and GPHH L.P. already have with respect to the Integration Demonstration project as funded by SDTC, including but not limited to GPHH L.P.'s indemnities of Himark from and against any attack by

CRA over the arrangement and holding Himark harmless from other costs that may arise by virtue of Himark entering into the arrangement for GPHH L.P.'s benefit.

17.

The four brothers will resign their directorships and officerships of businesses in which they no longer have any ownership by operation of this agreement, in whichever/any jurisdiction.

18.

The parties will enter into such other agreements and/or executions of documents and/or filings with relevant authorities required to give effect to the above-stated intentions of this Omnibus Agreement to part ways on amicable, arm's length terms.

19.

This agreement in principle contemplates parties executing formal agreements separately, remotely, and at different times.

By signing below I represent that I have received independent legal counsel, am exercising prudent fiduciary oversight, and that I am authorized to enter into this agreement either for myself or also on behalf of the entities for which I am executing this agreement.

Steven Parker for Biogas and Algae (Barbados) Holdings Inc. ("BABI")

Brett Kotelko for himself re: I.P. in all fields

Peter Kotelko for himself (re: I.P. in all fields and re: HBI Minority Holdings Inc.) and for his holding company 1315297 Alberta Ltd. (as it relates to shares/units in everything).

X

Bern Kotelko for various, including himself

Mike Kotelko for various, including himself

Evan V Chrapko

Evan Chrapko for various, including himself

Shane Chrapko for various, including himself

Omnibus Agreement within and among participants in the 4 brothers' group of co's

Ted Bosse for himself, for Digital Active Commerce Inc., and for Ogilvie LLP

Evan V Chrapko

Evan Holdings Ltd.

Highmark Renewables Research Corp.

Shane Chrapko Holdings Ltd.

Evan V Chra

1620910 Alberta Ltd. (numbered bare trust holding GPHH L.P. class A units)

X

Highland Investments Inc.

Evan V Chrapko

Himark BioGas Inc. (the entity in Canada)

Evan V Chrapko

Algae Grow and Harvest Technologies Inc. (the entity in Canada)

X

Growing Power Management Ltd. as sole/exclusive agent and on behalf of both Growing Power Hairy Hill L.P. and Grow-Gen Energy L.P.

X

Growing Power Management Ltd. in its own matters & right

~~Highmark~~ Highmark Renewables Corp.

ICM Inc.

Tab K

Corporations Canada

Search Results

Start New Search

Consult Search Tips if you want to refine your search.

Searched for: Corporate Name: **Biogas and Algae (Barbados) Holdings Inc.**

0 results were found, **0** returned.

Tab L

Corporation/Non-Profit Search

Possible Matches for "Biogas and Algae (Barbados) Holdings":

No records returned.

Trade Name / Partnership Search

Possible Matches for "Biogas and Algae (Barbados) Holdings":

No records returned.

Tab M

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2016/04/22
Time of Search: 08:07 AM
Search provided by: BROWNLEE LLP

Service Request Number: 25022730
Customer Reference Number: 85122-0001

Corporate Access Number: 2116483104
Legal Entity Name: HIMARK BIOGAS INC.

Legal Entity Status: Start
Extra-Provincial Type: Federal Corporation
Registration Date: 2011/12/22 YYYY/MM/DD
Date of Last Status Change: 2016/02/02 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 2011/12/22 YYYY/MM/DD
Home Jurisdiction: CANADA
Home Jurisdiction CAN: 806057-6

Primary Attorney:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code
MELNYK, Q.C.	ANTON	M.S.	MELNYK & COMPANY	200-9939 JASPER AVE NW	EDMONTON	ALBERTA	T5J 2W8

Head Office Address:
Street: 200-9939 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 2W8

Directors:

Last Name: CHRAPKO
First Name: SHANE
Street/Box Number: 358 10654 - 82 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6E 2A7

Last Name: CHRAPKO
First Name: EVAN
Street/Box Number: SUITE 128, 14 9977 - 178 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5T 6J6

Voting Shareholders:

Legal Entity Name: 1141516 ALBERTA LTD.
Corporate Access Number: 2011415169
Street: BOX 2118
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1T3
Percent Of Voting Shares: .982

Legal Entity Name: 1315297 ALBERTA LTD.
Corporate Access Number: 2013152976
Street: BOX 1217
City: VEGREVILLE
Province: ALBERTA
Postal Code: V6J 2L2
Percent Of Voting Shares: 1.473

Legal Entity Name: 1631190 ALBERTA LTD.
Corporate Access Number: 2016311900
Street: 1929 WEST 15TH AVE
City: VANCOUVER
Province: BRITISH COLUMBIA
Postal Code: V6J 2L2
Percent Of Voting Shares: .3

Legal Entity Name: DIGITAL-ACTIVE COMMERCE INC.
Corporate Access Number: 206484818

Street: C/O 1400 10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6
Percent Of Voting Shares: 4.91

Legal Entity Name: EVAN HOLDINGS LTD.
Corporate Access Number: 208768044
Street: SUITE 128, 14 9977 - 178 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5T 6J6
Percent Of Voting Shares: 22.585

Legal Entity Name: HIGHLAND INVESTMENTS INC.
Corporate Access Number: 2013085564
Street: BOX 57
City: VEGREVILLE
Province: ALBERTA
Postal Code: T9C 1R1
Percent Of Voting Shares: 45.171

Legal Entity Name: SHANE CHRAPKO HOLDINGS LTD.
Corporate Access Number: 208767111
Street: 358 10654 - 82 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6E 2A7
Percent Of Voting Shares: 22.585

Legal Entity Name: TOMORROW TODAY HOLDINGS LTD.
Corporate Access Number: 2013246042
Street: 119 LILAC DR
City: SHERWOOD PARK
Province: ALBERTA
Postal Code: T8H 1W1
Percent Of Voting Shares: 1.994

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2013	2015/05/27

Outstanding Returns:

Annual returns are outstanding for the 2015, 2014 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2011/12/22	Register Extra-Provincial Profit / Non-Profit Corporation
2015/02/25	Change Director / Shareholder
2015/05/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2016/01/12	Change Attorney
2016/01/12	Change Address
2016/02/02	Status Changed to Start for Failure to File Annual Returns

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

Tab N

APPENDIX E

Note: This Agreement applies equally to the *Parties* to this *Contract.*

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement ("*Agreement*"), effective this 15th day of January, 2008 ("*Effective Date*") is made by and between **Growing Power Management Ltd. as trustee and General Partner for Growing Power Hairy Hill Limited Partnership**, a Canadian corporation with a principal place of business at Box 130, Vegreville, Alberta T9C 1R1, its employees, agents and affiliates ("*GPML*"), and **FWS INDUSTRIAL PROJECTS LTD.**, a Canadian corporation with a principal place of business at 475 Dovercourt Drive, Winnipeg, Manitoba, Canada R3Y 1G4 ("*FWSIP*"), and its employees, agents and affiliates. For purposes of this *Agreement, GPML* and *FWSIP* are collectively referred to herein as the "*Parties*", in singular or plural usage, as required by context.

Purpose of This Agreement

The intent of this *Agreement* is for the *Parties* who are contracting to develop the Growing Power Hairy Hill Bio-Refinery Project in Vegreville, Alberta ("*Project*") is to protect the confidential nature of their discussions. In order to facilitate such discussions contemplated hereunder, *GPML* may receive from, and provide to *FWSIP* and *FWSIP* may receive from and provide to *GPML*, certain *Confidential Information*, as defined below. Each *Party's* information is proprietary, secret, and confidential, and will be disclosed by one *Party* (the "*Disclosing Party*") to the other *Party* (the "*Receiving Party*") on the following terms and conditions.

Definition of Confidential Information

"*Confidential Information*" shall mean any and all business, technical, engineering, and financial information related to the *Project* set forth above and disclosed by one *Party* to the other *Party*, either directly or indirectly. *Confidential Information* may include, by way of example, but without limitation, products, specifications, costs, formulae, equipment, business strategies, customer lists, contracts, know-how, drawings, pricing information, inventions, ideas, and other information, or its potential use, that is owned by or in possession of *GPML* or *FWSIP*.

Confidential Information shall not include that which: (a) is in the public domain prior to disclosure by *Disclosing Party*; (b) becomes part of the public domain, by publication or otherwise, through no unauthorized act or omission on the part of the *Receiving Party*; (c) is lawfully in the *Receiving Party's* possession prior to disclosure by the *Disclosing Party*; or (d) is independently developed by an employee(s) of the *Receiving Party* with no access to the disclosed *Confidential Information*.

If *Confidential Information* is legally disclosed in confidence to the *Receiving Party* by a *Third Party*, then: (a) the *Receiving Party* shall have the right to use that portion of the above-mentioned *Confidential Information* so disclosed by the *Third Party* in connection with work done for that *Third Party*; and (b) such disclosure by that *Third Party* shall not place that portion of the above-mentioned *Confidential Information* in the public domain, and shall not relieve the *Receiving Party* of its obligations under this *Agreement*.

DJ WL

Obligations of Protection

Proper and appropriate steps shall be taken and maintained by the *Receiving Party*, at all times, to protect the Confidential Information received. Dissemination of *Confidential Information* shall be limited to employees or agents that are directly involved with discussions contemplated by this *Agreement*, and even then only to such extent as is necessary and essential. The *Parties* shall inform their employees, agents and affiliates of the confidential nature of the information disclosed hereunder and cause all such employees, agents and affiliates to abide by the terms of this *Agreement*.

The *Receiving Party* shall be responsible for ensuring that its employees, agents, and affiliates adhere to the terms of the undertakings in this *Agreement* as if such persons were *Parties* hereto. In addition, if a *Party* needs to use an advisor in order to evaluate the *Project*, the *Party* shall require the advisor to sign an acknowledgement in the form of Exhibit A under which the advisor agrees to be bound by the provisions of this *Agreement*.

Obligations of Non-disclosure

The *Receiving Party* shall not disclose the *Disclosing Party's Confidential Information* to any unauthorized party without prior express written consent of the *Disclosing Party* or unless required by law or court order. If a *Party* is required by law or court order to disclose *Confidential Information* of the other *Party*, they shall give the *Disclosing Party* prompt notice of such requirement so that an appropriate protective order or other relief may be sought.

Without limiting the scope of provisions herein, the *Parties* agree that neither will, disclose the fact, nature or results, directly or indirectly, in whole or in part, of (a) this *Agreement*, or (b) the discussions held or to be held between the *Parties* hereto except as expressly provided hereunder, without the prior express written consent of the other *Party*. Each *Party* agrees to keep in strict confidence and not to disclose the identity, interest and participation of the other *Party* in these discussions and the relationship of the *Parties* hereunder.

Authorized Use and Ownership of Confidential Information

Confidential Information will be used only in connection with discussions contemplated by this *Agreement*; no other use will be made of it by the *Receiving Party*, it being recognized that both *Parties* have reserved all rights to their respective *Confidential Information* not expressly granted herein.

All documents containing *Confidential Information* and provided by the *Disclosing Party* shall remain the property of the *Disclosing Party*, and all such documents, and copies thereof, shall be returned or destroyed upon the request of the *Disclosing Party*. Documents prepared by the *Receiving Party* using *Confidential Information* of the *Disclosing Party*, or derived therefrom, shall be destroyed upon request of the *Disclosing Party*, confirmation of which shall be provided in writing. The *Receiving Party*, however, may keep one copy of any document requested to be returned or destroyed in the files of its legal department or outside counsel for record purposes only.

Duration of Confidentiality

The obligations imposed by this *Agreement*, including but not limited to non-disclosure and non-use, shall endure for two (2) years from the *Effective Date*.

Ownership of Intellectual Property

The purpose of this *Agreement* is for the evaluation of the *Project* set forth above and not for development of the *Project*, the transfer of materials or the conception of inventions. Should the *Parties* hereto choose to pursue such activities, the *Parties* hereby agree to draft a subsequent written agreement for such activities. If, however, any invention is conceived or developed during the course of discussions entered into under this *Agreement*, the *Parties* agree that all rights, title, and interest in any such invention that is based upon or arising from each *Party's Confidential Information* shall be solely owned by that *Party*.

Except as expressly provided herein, no license or right is granted hereby to the *Receiving Party*, by implication or otherwise, with respect to or under any patent application, patent, claims of patent or proprietary rights of the *Disclosing Party*.

General Provisions

Without prejudice to any other rights or remedies either *Party* may have, each *Party* acknowledges and agrees that money damages would not be an adequate remedy for any breach of this *Agreement* and that each *Party* shall be entitled to the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of this *Agreement*.

This *Agreement* shall be governed by and construed in accordance with the laws of the Province of Alberta and the *Parties* hereby submit to non-exclusive jurisdiction and venue in the Province of Alberta for purposes of interpretation, validity and enforcement of the terms of this *Agreement*.

This *Agreement* shall not be assigned by either *Party* without the prior written consent of the other *Party*, which consent shall not be unreasonably withheld. This *Agreement* shall be binding upon and shall enure to the benefit of the *Parties* and their permitted successors and assigns.

Failure to enforce any provisions of this *Agreement* shall not constitute a waiver of any of the terms and conditions hereof.

No amendment, modification or waiver of the terms of this *Agreement* shall be binding unless placed in writing and duly executed by the *Parties'* authorized representatives.

The *Parties*, through their authorized representatives, hereby agree to the terms and conditions of this *Agreement*.

GROWING POWER MANAGEMENT LTD.	FWS INDUSTRIAL PROJECTS LTD.
By: [signature]	By: [signature]
Name: Michael Kotelko	Name: DOUGLAS J PETRICK
Title: General Manager	Title: SENIOR VICE PRESIDENT
Date: Jan 15, 2008	Date: JAN 15, 2008

1664814.2

EXHIBIT A

CONFIDENTIALITY ACKNOWLEDGEMENT

I, ____________________, on behalf of myself and as an authorized representative of GPML, or as the case may be, FWSIP, have read, understand, and agree to be bound by all of the confidentiality, non-use and other provisions in the Mutual Confidentiality Agreement effective January 15th, 2008 between GPML and FWSIP. A copy of that Mutual Confidentiality Agreement is attached to this acknowledgement and I acknowledge receipt of a copy.

GROWING POWER MANAGEMENT LTD.	FWS INDUSTRIAL PROJECTS LTD.
By: [signature]	By: [signature]
Title: General Manager	Title: SENIOR VICE PRESIDENT
Date: Jan 15, 2008	Date: JAN 15, 2008

Employee Name	Employee Name
By:____________________	By:____________________
Date:____________________	Date:____________________

1664814.2

Tab O

Government
of Alberta ■

Personal Property Registry
Search Results Report

Search ID#: Z07848285

Transmitting Party
BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 85122-0001

Search ID #: Z07848285 **Date of Search:** 2016-Apr-18 **Time of Search:** 14:52:52

Serial Number Collateral Search For:

2D8HN44E19R506829

Inexact 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.

Government of Alberta ■

Personal Property Registry
Search Results Report

Search ID#: Z07848285

Note:

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

Serial Number	Year	Make and Model	Category	Reg. #
5FNYF4H52BB506829	2011	HONDA PILOT	MV - Motor Vehicle	11081119367
5ZT2TRVB6FB506829	2015	FOREST RIVER TRACER 2990	TR - Trailer	14082738749
WVWBN7ANXEE506829	2014	VOLKSWAGEN PASSAT CC	MV - Motor Vehicle	14110800345

Result Complete

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z07848293

Transmitting Party
BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 85122-0001

Search ID #: Z07848293 **Date of Search:** 2016-Apr-18 **Time of Search:** 14:53:46

Serial Number Collateral Search For:

1FTZR45E47PA19578

No Result(s) Found

NOTE:

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

Result Complete

Government
of Alberta ■

Personal Property Registry
Search Results Report

Search ID#: Z07848298

Transmitting Party
BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 85122-0001

Search ID #: Z07848298 **Date of Search:** 2016-Apr-18 **Time of Search:** 14:54:06

Serial Number Collateral Search For:

CAT0246CTJAY01507

Inexact 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.

Government
of Alberta ■

Personal Property Registry
Search Results Report

Search ID#: Z07848298

Note:

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

Serial Number	Year	Make and Model	Category	Reg. #
CAT3055EKFKY01507	2013	Caterpillar 305.5E	MV - Motor Vehicle	09041311958
CAT0980GCAWH01507	2004	CATERPILLAR 980G	MV - Motor Vehicle	13030435886

Result Complete

Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z07848301

Transmitting Party

BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 85122-0001

Search ID #: Z07848301 **Date of Search:** 2016-Apr-18 **Time of Search:** 14:54:34

Serial Number Collateral Search For:

DWTC62H587655

No Result(s) Found

NOTE:

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

Result Complete

Personal Property Registry Search Results Report

Search ID#: Z07854716

Transmitting Party
BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 85122.0001

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Business Debtor Search For:

GROWING POWER MANAGEMENT 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.

REGISTRAR OF PERSONAL PROPERTY

Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z07854716

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 11080434067
Registration Date: 2011-Aug-04

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2021-Aug-04 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP Box 130 Vegreville, AB T9C 1R1	Current

Block		Status
2	GROWING POWER MANAGEMENT LTD. Box 130 Vegreville, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	AGRICULTURE FINANCIAL SERVICES CORPORATION 4910-52 Street (PO Box 5000, Stn. Main) CAMROSE, AB T4V 4E8	Current

Collateral: General

Block	Description	Status
1	All present and after acquired personal property of the Debtors.	Current

Personal Property Registry Search Results Report

Search ID#: Z07854716

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 11080507783 Registration Type: LAND CHARGE
Registration Date: 2011-Aug-05 Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Amendments to Registration

11080513563	Amendment	2011-Aug-05
11080530489	Amendment	2011-Aug-05
12010916642	Amendment	2012-Jan-09

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. BOX 130 VEGREVILLE, AB T9C 1R1	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP BOX 130 VEGREVILLE, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	1617400 ALBERTA LTD. BOX 130 VEGREVILLE, AB T9C 1R1 Phone #: 780 768 2466 Fax #: 780 768 3888	Current

Block		Status
2		Current by 11080513563

YAKIMETZ, CYNTHIA, J
C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN
CAMROSE, AB T4V 4E8

Block		Status
3	YAKIMETZ, WILLAND C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
4	PAUK, LEONA, JOSIE C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
5	PAUK, PETER, WALTER C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
6	BURKARD, LEON, E C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
7	CERES ENTERPRISES LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
8	WEASEL TRUCKING LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
9	BURKARD FARMS INC. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
10	JIM, GUNG, KEE C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
11	POROZNI FARMS LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
12	LONELY PINE GRAINFARMS LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
13	PROVIDENCE GRAIN LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
14	AGRICULTURE FINANCIAL SERVICES CORPORATION 4910-52 Street (PO Box 5000, Stn. Main) Camrose, AB T4V 4E8	Current by 11080530489

Particulars

Block	Additional Information	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREFROM: FIXED CHARGE ON LAND AND FLOATING CHARGE ON THE DEBTORS BUSINESS AND UNDERTAKING AND ALL ITS PRESENT AND AFTER ACQUIRED REAL AND PERSONAL PROPERTY AND ASSETS, TANGIBLE AND INTANGIBLE, LEGAL AND EQUITABLE, MOVEABLE AND IMMOVABLE OF WHATSOEVER NATURE AND KIND AS SET FORTH IN GROWING POWER MANAGEMENT LTD. DEBENTURE A-1, DEBENTURE A-2, DEBENTURE A-3, DEBENTURE A-4, DEBENTURE A-5, DEBENTURE A-6, DEBENTURE A-7, DEBENTURE A-8, DEBENTURE A-9, DEBENTURE A-10	Current

Block	Other Changes	Status
2	THIS REGISTRATION IS SUBORDINATED TO REGISTRATION NO. 11101422144 IN FAVOUR OF FARM CREDIT CANADA	Current By 12010916642

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 11080523319 Registration Type: SECURITY AGREEMENT
Registration Date: 2011-Aug-05 Registration Status: Current
Expiry Date: 2021-Aug-05 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

11080526408	Amendment	2011-Aug-05
11080526876	Amendment	2011-Aug-05
12010916562	Amendment	2012-Jan-09

Debtor(s)

Block		Status
1	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP Box 130 Vegreville, AB T9C 1R1	Current

Block		Status
2	GROWING POWER MANAGEMENT LTD. Box 130 Vegreville, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	1617400 ALBERTA LTD. Box 130 Vegreville, AB T9C 1R1	Current

Block		Status
2	YAKIMETZ, CYNTHIA, J PO Box 1119 Vegreville, AB T9C 1S3	Current by 11080526408

Block		Status
3	YAKIMETZ, WILLAND PO Box 1119 Vegreville, AB T9C 1S3	Current by 11080526408

Block		Status
4	PAUK, LEONA, JOSIE Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
5	PAUK, PETER, WALTER Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
6	BURKARD, LEON, E PO Box 111 Rosalind, AB T0B 3Y0	Current by 11080526408

Block		Status
7	CERES ENTERPRISES LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
8	WEASEL TRUCKING LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
9	BURKARD FARMS INC. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
10	JIM, GUNG, KEE Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
11	POROZNI FARMS LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
12	LONELY PINE GRAINFARMS LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
13	PROVIDENCE GRAIN LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
14	AGRICULTURE FINANCIAL SERVICES CORPORATION 4910-52 Street (PO Box 5000, Stn. Main) CAMROSE, AB T4V 4E8	Current by 11080526876

Collateral: General

Block	Description	Status
1	All present and after acquired personal property of the Debtors.	Current

Particulars

Block	Other Changes	Status
1	THIS REGISTRATION IS SUBORDINATED TO REGISTRATION NO. 11101422144 IN FAVOUR OF FARM CREDIT CANADA	Current By 12010916562

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 11101422144 Registration Type: SECURITY AGREEMENT
Registration Date: 2011-Oct-14 Registration Status: Current
Expiry Date: 2017-Oct-14 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP P.O. BOX 130 VEGREVILLE, AB T9C 1R1	Current

Block		Status
2	GROWING POWER MANAGEMENT LTD. P.O. BOX 130 VEGREVILLE, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 12040 - 149 STREET NW, 2ND FLOOR EDMONTON, AB T5V 1P2	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 13051444697 Registration Type: SECURITY AGREEMENT
Registration Date: 2013-May-14 Registration Status: Current
Expiry Date: 2018-May-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	PROVIDENCE GRAIN GROUP INC. 8716 - 112 STREET FORT SASKATCHEWAN, AB T8L 2S8	Current

Collateral: General

Block	Description	Status
1	ALL RIGHT, TITLE AND AND PROPERTY IN AND TO ALL PRODUCTS PURCHASED BY THE DEBTORS FROM THE SECURED PARTY INCLUDING ALL GRAIN AND WET DISTILLERS GRAIN WITH SOLUBLES (WDGS) AND ETHANOL.	Current

2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED GOODS, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL, OR PROCEEDS THEREFROM.	Current

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 15031933839 Registration Type: SECURITY AGREEMENT
Registration Date: 2015-Mar-19 Registration Status: Current
Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	PROVIDENCE GRAIN GROUP INC. 8716 - 112 STREET FORT SASKATCHEWAN, AB T8L 2S8	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

2	PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.	Current

Personal Property Registry
Search Results Report

Search ID#: Z07854716

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 15031933984 Registration Type: LAND CHARGE
Registration Date: 2015-Mar-19 Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	PROVIDENCE GRAIN GROUP INC. 8716 - 112 STREET FORT SASKATCHEWAN, AB T8L 2S8	Current

Business Debtor Search For:

GROWING POWER MANAGEMENT LTD.

Search ID #: Z07854716 **Date of Search:** 2016-Apr-20 **Time of Search:** 08:58:17

Registration Number: 15120727679 Registration Type: COURT ORDER
Registration Date: 2015-Dec-07 Registration Status: Current
Registration Term: Infinity

Issued in Edmonton Judicial Centre
Court File Number is 1503 16411
Court Order Date is 2015-Nov-20

Exact Match on: Debtor No: 1

Solicitor / Agent

Michael T. Coombs
2200, 10155 102 Street
Edmonton, AB T5J 4G8

Phone #: 780 497 4800 Fax #: 780 424 3254 Reference #: 85122-0001/MTC

Defendant(s) / Respondent(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. c/o 1400, 10303 Jasper Avenue NW Edmonton, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP c/o 1400, 10303 Jasper Avenue NW Edmonton, AB T5J 3N6	Current

Plaintiff(s) / Applicant(s)

Block	Status
1	Current

ERNST & YOUNG INC.
c/o 2200, 10155 102 Street
Edmonton, AB T5J 4G8

Collateral: General

Block	Description	Status
1	All of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, including all proceeds thereof.	Current

Result Complete

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z07869539

Transmitting Party
BROWNLEE LLP

2200 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50083260
Phone #: 780 497 4800
Reference #: 85122-0001

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

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.

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 11080434067 Registration Type: SECURITY AGREEMENT
Registration Date: 2011-Aug-04 Registration Status: Current
Expiry Date: 2021-Aug-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP Box 130 Vegreville, AB T9C 1R1	Current

Block		Status
2	GROWING POWER MANAGEMENT LTD. Box 130 Vegreville, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	AGRICULTURE FINANCIAL SERVICES CORPORATION 4910-52 Street (PO Box 5000, Stn. Main) CAMROSE, AB T4V 4E8	Current

Collateral: General

Block	Description	Status
1	All present and after acquired personal property of the Debtors.	Current

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 11080507783 Registration Type: LAND CHARGE
Registration Date: 2011-Aug-05 Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 2

Amendments to Registration

11080513563	Amendment	2011-Aug-05
11080530489	Amendment	2011-Aug-05
12010916642	Amendment	2012-Jan-09

Debtor(s)

Block **Status**

1 GROWING POWER MANAGEMENT LTD.
BOX 130
VEGREVILLE, AB T9C 1R1
Current

Block **Status**

2 GROWING POWER HAIRY HILL LIMITED PARTNERSHIP
BOX 130
VEGREVILLE, AB T9C 1R1
Current

Secured Party / Parties

Block **Status**

1 1617400 ALBERTA LTD.
BOX 130
VEGREVILLE, AB T9C 1R1
Current

Phone #: 780 768 2466 Fax #: 780 768 3888

Block **Status**

2
Current by 11080513563

YAKIMETZ, CYNTHIA, J
C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN
CAMROSE, AB T4V 4E8

Block		Status
3	YAKIMETZ, WILLAND C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
4	PAUK, LEONA, JOSIE C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
5	PAUK, PETER, WALTER C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
6	BURKARD, LEON, E C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
7	CERES ENTERPRISES LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
8	WEASEL TRUCKING LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
9	BURKARD FARMS INC. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
10	JIM, GUNG, KEE C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
11	POROZNI FARMS LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
12	LONELY PINE GRAINFARMS LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
13	PROVIDENCE GRAIN LTD. C/O AFSC 4910 52 ST PO BOX 5000 STN MAIN CAMROSE, AB T4V 4E8	Current by 11080513563

Block		Status
14	AGRICULTURE FINANCIAL SERVICES CORPORATION 4910-52 Street (PO Box 5000, Stn. Main) Camrose, AB T4V 4E8	Current by 11080530489

Particulars

Block	Additional Information	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREFROM: FIXED CHARGE ON LAND AND FLOATING CHARGE ON THE DEBTORS BUSINESS AND UNDERTAKING AND ALL ITS PRESENT AND AFTER ACQUIRED REAL AND PERSONAL PROPERTY AND ASSETS, TANGIBLE AND INTANGIBLE, LEGAL AND EQUITABLE, MOVEABLE AND IMMOVABLE OF WHATSOEVER NATURE AND KIND AS SET FORTH IN GROWING POWER MANAGEMENT LTD. DEBENTURE A-1, DEBENTURE A-2, DEBENTURE A-3, DEBENTURE A-4, DEBENTURE A-5, DEBENTURE A-6, DEBENTURE A-7, DEBENTURE A-8, DEBENTURE A-9, DEBENTURE A-10	Current

Block	Other Changes	Status
2	THIS REGISTRATION IS SUBORDINATED TO REGISTRATION NO. 11101422144 IN FAVOUR OF FARM CREDIT CANADA	Current By 12010916642

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 11080523319 Registration Type: SECURITY AGREEMENT

Registration Date: 2011-Aug-05 Registration Status: Current

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

Exact Match on: Debtor No: 1

Amendments to Registration

11080526408	Amendment	2011-Aug-05
11080526876	Amendment	2011-Aug-05
12010916562	Amendment	2012-Jan-09

Debtor(s)

Block		Status
1	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP Box 130 Vegreville, AB T9C 1R1	Current

Block		Status
2	GROWING POWER MANAGEMENT LTD. Box 130 Vegreville, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	1617400 ALBERTA LTD. Box 130 Vegreville, AB T9C 1R1	Current

Block		Status
2	YAKIMETZ, CYNTHIA, J PO Box 1119 Vegreville, AB T9C 1S3	Current by 11080526408

Block		Status
3	YAKIMETZ, WILLAND PO Box 1119 Vegreville, AB T9C 1S3	Current by 11080526408
4	PAUK, LEONA, JOSIE Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
5	PAUK, PETER, WALTER Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
6	BURKARD, LEON, E PO Box 111 Rosalind, AB T0B 3Y0	Current by 11080526408
7	CERES ENTERPRISES LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
8	WEASEL TRUCKING LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
9	BURKARD FARMS INC. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
10	JIM, GUNG, KEE Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
11	POROZNI FARMS LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408
12	LONELY PINE GRAINFARMS LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
13	PROVIDENCE GRAIN LTD. Box 130 Vegreville, AB T9C 1R1	Current by 11080526408

Block		Status
14	AGRICULTURE FINANCIAL SERVICES CORPORATION 4910-52 Street (PO Box 5000, Stn. Main) CAMROSE, AB T4V 4E8	Current by 11080526876

Collateral: General

Block	Description	Status
1	All present and after acquired personal property of the Debtors.	Current

Particulars

Block	Other Changes	Status
1	THIS REGISTRATION IS SUBORDINATED TO REGISTRATION NO. 11101422144 IN FAVOUR OF FARM CREDIT CANADA	Current By 12010916562

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 11101422144
Registration Date: 2011-Oct-14

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2017-Oct-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP P.O. BOX 130 VEGREVILLE, AB T9C 1R1	Current

Block		Status
2	GROWING POWER MANAGEMENT LTD. P.O. BOX 130 VEGREVILLE, AB T9C 1R1	Current

Secured Party / Parties

Block		Status
1	FARM CREDIT CANADA 12040 - 149 STREET NW, 2ND FLOOR EDMONTON, AB T5V 1P2	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 13051444697 Registration Type: SECURITY AGREEMENT

Registration Date: 2013-May-14 Registration Status: Current

Expiry Date: 2018-May-14 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	PROVIDENCE GRAIN GROUP INC. 8716 - 112 STREET FORT SASKATCHEWAN, AB T8L 2S8	Current

Collateral: General

Block	Description	Status
1	ALL RIGHT, TITLE AND AND PROPERTY IN AND TO ALL PRODUCTS PURCHASED BY THE DEBTORS FROM THE SECURED PARTY INCLUDING ALL GRAIN AND WET DISTILLERS GRAIN WITH SOLUBLES (WDGS) AND ETHANOL.	Current

2	PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED GOODS, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL, OR PROCEEDS THEREFROM.	Current

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 15031933839
Registration Date: 2015-Mar-19

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	PROVIDENCE GRAIN GROUP INC. 8716 - 112 STREET FORT SASKATCHEWAN, AB T8L 2S8	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

2	PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.	Current

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 15031933984
Registration Date: 2015-Mar-19

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

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP 1400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	PROVIDENCE GRAIN GROUP INC. 8716 - 112 STREET FORT SASKATCHEWAN, AB T8L 2S8	Current

Business Debtor Search For:

GROWING POWER HAIRY HILL LIMITED PARTNERSHIP

Search ID #: Z07869539 **Date of Search:** 2016-Apr-25 **Time of Search:** 08:26:00

Registration Number: 15120727679 Registration Type: COURT ORDER
Registration Date: 2015-Dec-07 Registration Status: Current
Registration Term: Infinity

Issued in Edmonton Judicial Centre
Court File Number is 1503 16411
Court Order Date is 2015-Nov-20

Exact Match on: Debtor No: 2

Solicitor / Agent

Michael T. Coombs
2200, 10155 102 Street
Edmonton, AB T5J 4G8

Phone #: 780 497 4800 Fax #: 780 424 3254 Reference #: 85122-0001/MTC

Defendant(s) / Respondent(s)

Block		Status
1	GROWING POWER MANAGEMENT LTD. c/o 1400, 10303 Jasper Avenue NW Edmonton, AB T5J 3N6	Current

Block		Status
2	GROWING POWER HAIRY HILL LIMITED PARTNERSHIP c/o 1400, 10303 Jasper Avenue NW Edmonton, AB T5J 3N6	Current

Plaintiff(s) / Applicant(s)

Block		Status
1		Current

ERNST & YOUNG INC.
c/o 2200, 10155 102 Street
Edmonton, AB T5J 4G8

Collateral: General

Block	Description	Status
1	All of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, including all proceeds thereof.	Current

Personal Property Registry Search Results Report

Search ID#: Z07869539

Note:

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

Debtor Name / Address	Reg. #
GROWING POWER HAIRY HILL LP BOX 130 VEGREVILLE, AB T9C 1R1	15060932887

WRIT OF ENFORCEMENT

Result Complete

Tab P

DALE'S AUCTION SERVICE

Box 1574 Vegreville, AB T9C 1S7
Phone: 780-632-7020, Fax 780-632-7572, Cell 780-632-9851

GROWING POWER
ERNST & YOUNG INC.
1400 10423 101 STREET
EDMONTON, AB T5H 0E7

Settlement for Consignor 16

CONSIGNMENT
Sale # 01 Apr 10/16

*** Commission & Seller Fees ***

Commisson @ 10.00%	4,545.00
Total Commissions	4,545.00

*** Service Fees ***

LOADING/TRUCKIN	400.00
Total Service Fees	400.00

Total Sales		45,450.00
Subtotal		45,450.00

*** Expenses Summary ***

Commissions	4,545.00	
Service Fees	400.00	
Total Expenses	4,945.00	
Less Expenses		4,945.00
Amount Due Consignor		40,505.00
Payment Due	40,505.00	
	Cheque	

Total Items 4

TRUCKING & MOVING CHARGES AS PER CONTRACT $100.00 PER ITEM X 4 ITEMS=$400.00

Item	Description	Tax	Each	Qty	Total
516	2007 FORD RANGER S/N 1FTZR45E47PA19578	YN	1,250.00	1	1,250.00
517	2009 DODGE SE CARAVAN,77,000KM S/N 2D8HN44E19R506829	YN	7,700.00	1	7,700.00
518	CAT 246C SKID STEER, 5063 HRS. S/N CAT0246CTJAY0107	YN	16,500.00	1	16,500.00
519	2003 JD TC62H LOADER,22,500HRS S/N DWTC62H587655	YN	20,000.00	1	20,000.00
					45,450.00

GST reg 125107771 (E.&.O.E.)

THANKS FOR ENTRUSTING US IN CONDUCTING THIS AUCTION FOR YOU. THIS SALE WAS AVERTISED IN THE VEG., VERM., HIWAY 16 PAPERS, CFCW RADIO, GLOBAL AUCTION GUIDE W/PICS, WEBSITE W/PICS. THE COST OF ADVERTISING WILL BE PAID FOR BY THE AUCTION COMPANY. IF YOU HAVE ANY QUESTIONS, COMMENTS OR CONCERNS PLEASE CALL ME AT 780-632-9851. THANKS AGAIN.

DALE AND THE AUCTION STAFF

Await further instruction on release of funds!

Tab Q

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

**Interim Statement of Receipts and Disbursements
For the Period November 20, 2015 to April 25, 2014
(CDN $)**

RECEIPTS	
Receiver's Certificates	$ 276,779.30
Cash in Bank	24,062.18
Accounts Receivable Collections	4,759.88
Miscellaneous Refunds	536.12
GST Collected	237.99
Interest	39.54
Total Receipts to Date	$ 306,415.01
DISBURSEMENTS	
Insurance	$ 139,188.22
Receiver's Fees and Disbursements	61,968.23
Legal Fees and Disbursements	18,426.05
Contract Services	11,000.00
GST Paid	4,582.42
Repairs and Maintenance	274.00
OSB Filing Fees	140.00
Total Disbursements to Date	$ 235,578.92
EXCESS OF RECEIPTS OVER DISBURSEMENTS	**$ 70,836.09**