

COURT FILE NUMBER KBG-SA-1435-2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PROCEEDING IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, C C-36, AS AMENDED

AND

APPLICANTS IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT
FOR THE CREDITORS OF AGRACITY CROP & NUTRITION LTD.,
MPOWER LOGISTICS LTD., NEWAGCO INC., CARBONTERRA
LTD., AGRONOMAX FARM MANAGEMENT SOLUTIONS INC.,
14492676 CANADA INC., VIKING CROP PROTECTION
PARTNERS INC., 101114752 SASKATCHEWAN LTD., 101072497
SASKATCHEWAN LTD., CATALYST TECHNOLOGIES LTD.,
GENESIS GRAIN & FERTILIZER GP INC., GENESIS OPERATING
GP INC., 101187148 SASKATCHEWAN LTD., AND FNA
AGRACITY HOLDINGS LTD.

AFFIDAVIT OF JASON MANN

(Sworn November 25, 2025)

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AFFIDAVIT OF JASON MANN
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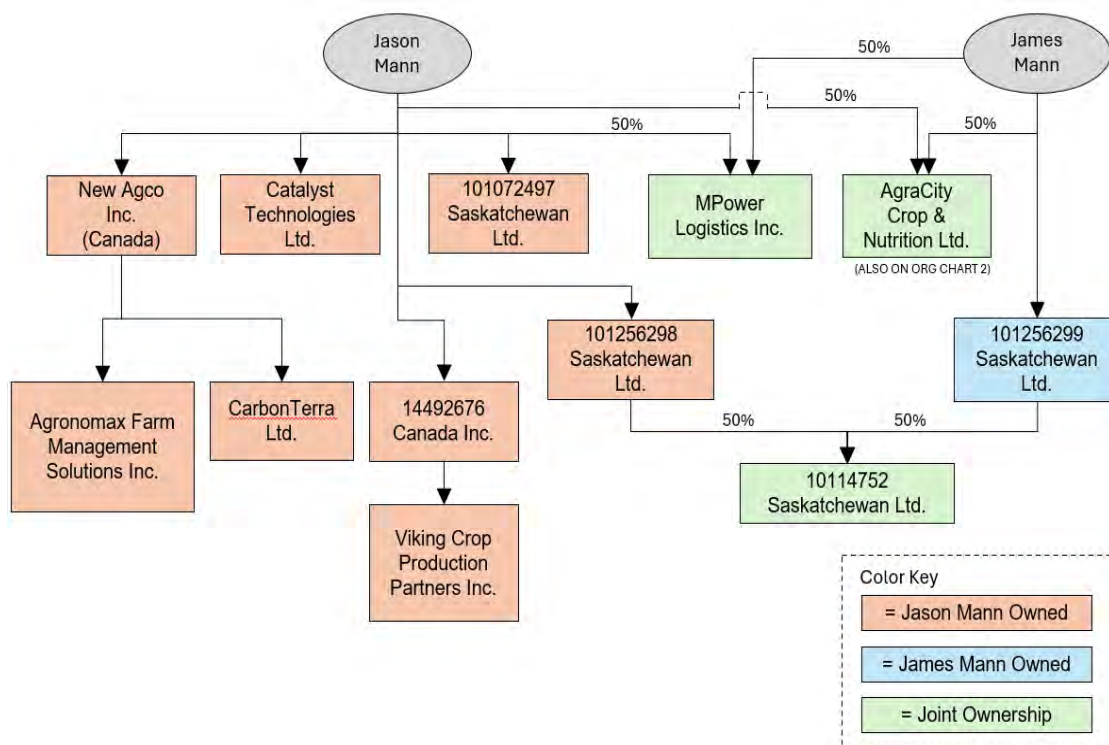
I, Jason Mann, of the City of Saskatoon in the Province of Saskatchewan, MAKE OATH AND SAY:

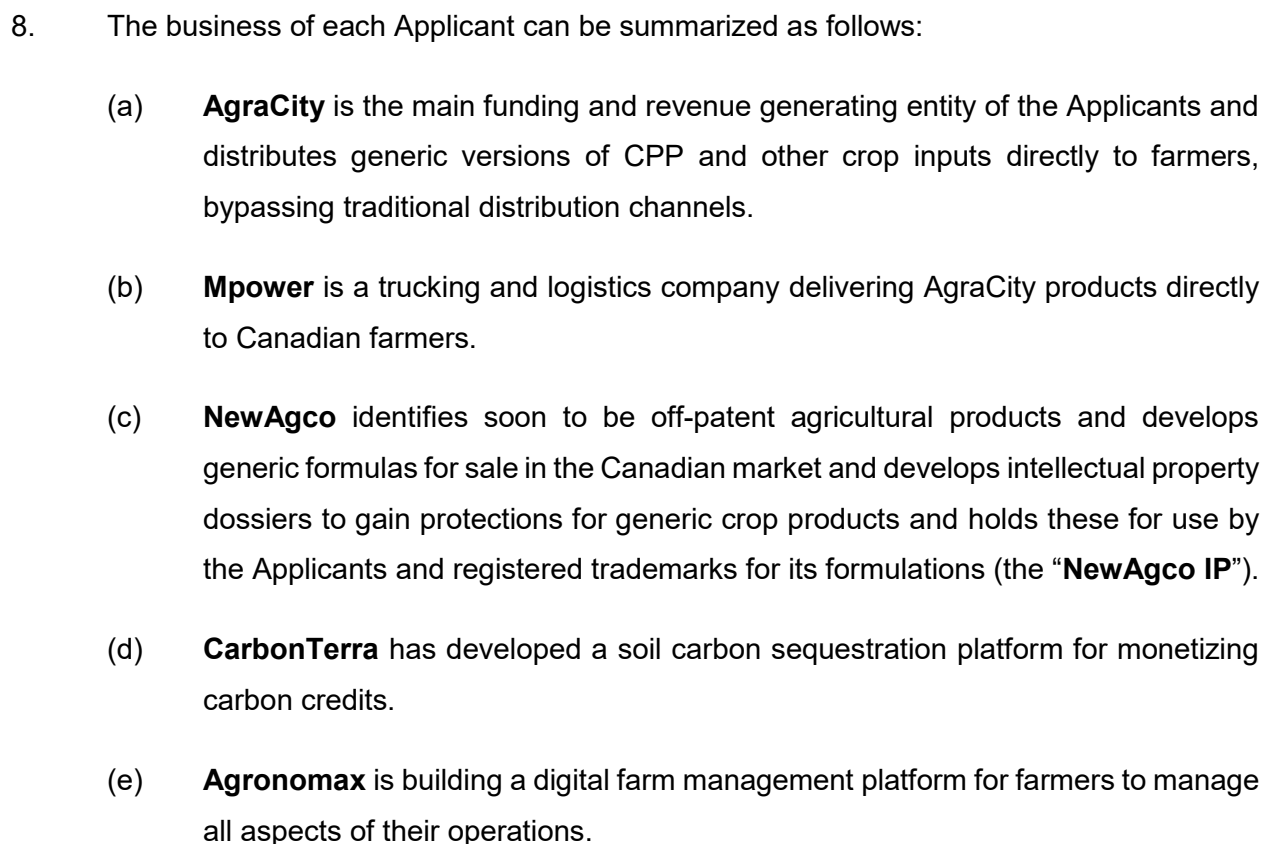
1. This affidavit is made in support of an application by AgraCity Crop & Nutrition Ltd. ("**AgraCity**"), MPower Logistics Ltd. ("**MPower**"), NewAgCo Inc. ("**NewAgco**"), CarbonTerra Ltd. ("**CarbonTerra**"), Agronomax Farm Management Solutions Inc. ("**Agronomax**"), 14492676 Canada Inc. ("**2676**"), Viking Crop Production Partners Inc. ("**Viking**"), 101114752 Saskatchewan Ltd. ("**4752**"), 101072497 Saskatchewan Ltd. ("**2497**"), Catalyst Technologies Ltd. ("**Catalyst**"), Genesis Grain & Fertilizer GP Inc. ("**Genesis Holdco**"), Genesis Operating GP Inc. ("**Genesis Opco**" and together with Genesis Holdco, the "**Genesis General Partners**"), 101187148 Saskatchewan Ltd. ("**7148**"), and FNA AgraCity Holdings Ltd. ("**FNA AgraCity**", and together with AgraCity, Mpower, NewAgco, CarbonTerra, Agronomax, 2676, Viking, 4752, 2497, Catalyst, Genesis Holdco, Genesis Opco, and 7148 the "**Applicants**", and the Applicants together with the Stay LPs (defined below), the "**CCAA Entities**") for an initial order (the "**Initial Order**") and an amended and restated initial order (the "**ARIO**") and related relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").
2. I am a director and the President of each of the Applicants, and as such have personal knowledge of the matters deposed to in this affidavit. Where I have relied on other sources of information, I have so stated and believe them to be true. In preparing this affidavit, I have also relied upon the books and records of the Applicants and consulted with other members of their management teams. The Applicants do not waive nor intend to waive any applicable privilege by any statement herein.

I. OVERVIEW AND URGENT NEED FOR RELIEF

3. The Applicants are a group of companies which are ultimately owned by me or together with my brother James Mann ("**James**"). Either I or James and I own directly or indirectly, each of the Applicants. The Applicants generally operate as one corporate ecosystem, sharing many back-office functions and, in certain cases, licensing certain intellectual property from one another that is critical to success. There are also significant intercorporate advances between the Applicants which arose due to their integrated nature.

4. I have been involved in Canada's fertilizer and grain business since before 2005 when I began AgraCity Ltd. ("**AgraCity 2005**"), which was a precursor entity to AgraCity and is not involved in these CCAA Proceedings (defined below). Each of the Applicants was subsequently incorporated to serve a role in the Business (defined below).
5. Today, the Applicants operate as a collective business unit in Canada's agricultural industry for the sourcing, development, sale, and distribution of agricultural crop protection products ("**CPP**"), fertilizer, and other crop inputs. The Applicants' CPP help protect Canadian farmers' crops from pests, insects, and diseases, among other things, to ensure maximum crop yields.
6. The Applicants are privately held entities incorporated under Saskatchewan, Alberta, or federal legislation and maintain registered offices in Saskatoon or Regina, Saskatchewan, or in Calgary, Alberta. The Stay LPs are, as discussed below, Manitoba limited partnerships that are widely-held. Attached as **Exhibit "1"** are corporate searches and partnership searches for the Applicants and Stay LPs, as applicable, dated between October and November 2025.
7. An organizational chart setting out the Applicants' corporate and ownership structure is set out below.





- (f) **2676** is the holding company and shareholder of Viking.
 - (g) **Viking** is a wholesale seller of CPP and holds its own mastercopy registrations for CPP (the “**Viking IP**” and together with the NewAgco IP, the “**Intellectual Property**”).
 - (h) **4752** is the middleman for intercorporate transactions among the Applicants, as discussed further below.
 - (i) **2497** holds legal title to the AgraCity Saskatoon Lands (defined below) that are beneficially owned by AgraCity.
 - (j) **Catalyst** provides software and information technology services (“**IT Services**”) to the Applicants and holds third-party software licenses.
 - (k) **Genesis Holdco** is the general partner of Genesis Grain & Fertilizer Limited Partnership (“**Genesis Holding LP**”).
 - (l) Genesis Opco is the general partner of Genesis G&F Operating LP (“**Genesis Operating LP**”, and together with Genesis Holding LP, the “**Stay LPs**”, and together with the Genesis General Partners, the “**Genesis Entities**”). The Genesis Entities operates a fertilizer (“**G&F**”) distribution centre in Belle Plaine, Saskatchewan (the “**Belle Plaine Supercentre**”) as part of a project to create a North American fertilizer distribution network (the “**Supercentre Network**”), further described below.
 - (m) **7148** is a holding company for the Genesis General Partners.
 - (n) **FNA AgraCity** holds a special ownership unit in Genesis Holding LP that provides special rights for distribution and tax allocations.
9. The businesses operated by the Applicants above are referred to collectively as the “**Business**”.
 10. The Applicants require urgent relief to address a liquidity crisis.
 11. The Applicants’ financial health has deteriorated in the last number of years as result of protracted litigation, capital draining investments, reduced availability of supplier credit, inability to obtain financing, tariffs, and changing farmer buying patterns, among other things.

12. These challenges have placed significant financial strain on the Applicants' financial resources and affected their ability to conduct the Business.
13. Since the beginning of 2025, the Applicants have unsuccessfully undertaken informal restructuring and cash-conservation efforts to preserve their Business and liquidity, including soliciting refinancing, sales and investment, downsizing their workforce and relocating office operations.
14. In June 2025, AgraCity was unable to deliver product to its customers because it did not have sufficient liquidity to purchase product. AgraCity announced that it was cancelling orders and issuing store credit to its customers (the "**June Announcement**"). Some of AgraCity's customers have demanded a refund. This affected approximately 1,228 customers.
15. AgraCity immediately began a reconciliation protocol (the "**Reconciliation Protocol**") to reconcile the cancelled orders with available alternative product. The Reconciliation Protocol has been largely successful. Customers with orders for approximately \$24 million of product, of a total of approximately \$32.4 million, have agreed to receive alternative product for cancelled orders (the "**Reconciliation Creditors**"). AgraCity intends to continue to deliver product to satisfy the claims of the Reconciliation Creditors through the Reconciliation Protocol throughout its restructuring.
16. The June Announcement resulted in problems with the Applicants' point of sale provider, Moneris Solutions Corporation ("**Moneris**"), and their banking institution, Bank of Montreal ("**BMO**"). Moneris holds approximately \$4.5 million of customer chargeback liability because of cancelled orders. As a result, BMO gave notice to two (2) of the Applicants that their bank accounts will be closed at the end of November 2025. The Applicants have resorted to using the Royal Bank of Canada bank account of AgraCity 2005, a non-CCAA filing entity, to fund their payroll and other operating costs. The Applicants intend to resume their normal banking arrangements with BMO during the restructuring process if a stay of proceedings is granted.
17. The Applicants are unable to meet their liabilities generally as they become due and are insolvent. Together, the Applicants owe more than \$5,000,000 in liabilities.
18. The Applicants' monthly cash expenditures exceed cash receipts. Should the Interim Financing (defined below) not be granted, based on the Cash Flow Forecast (defined

below), the Applicants will be unable to meet payroll for their approximately 35 employees, and operating costs past November 25, 2025.

19. The Applicants currently have approximately \$48,000 in cash, which, as shown in the Cash Flow Forecast (defined below), is insufficient to cover payroll and other payables due this week. As further shown in the Cash Flow Forecast, the Applicants would have to cease operations well before the end of the Cash Flow Forecast period since cash requirements exceed cash availability by approximately \$2.4 million if the relief sought, including interim financing, is not granted.
20. The Applicants do not have a collective secured lender. Much of the funding for the Applicants comes from the revenue generated by AgraCity and is provided to the other Applicants and recorded on the ledger of 4752.
21. The secured lender of the Genesis Entities, Business Development Bank of Canada (“**BDC**”), has demanded repayment of its credit facilities which the Genesis Entities is unable to pay. I am advised that BDC has initiated receivership proceedings against the Genesis Entities in this Court, with a hearing set for 2:00 p.m. on November 28, 2025 (the “**Receivership Application**”).
22. As discussed below, I believe that the Applicants, including the Genesis Entities, have far more enterprise value as a whole than if they are split up as the Receivership Application seeks. I also believe, as set out below, that the value of the Genesis Enterprises far exceeds the amount owing to BDC, such that BDC has sufficient security and will not be overly prejudiced by a CCAA proceeding that will market its collateral in a similar fashion that the Receivership Application will.
23. As further discussed below:
 - (a) One of the Applicants’ landlords is currently threatening to lockout the Applicants, which would result in considerable harm to all of the Applicants’ stakeholders; and
 - (b) Health Canada has threatened to cancel the Viking Registrations unless an immediate payment is made.
24. The Applicants owe other liabilities which they cannot pay, including amounts owing to trade creditors, lessors, government authorities, and intercorporate debt.

25. The Applicants require urgent relief under the CCAA to provide them with an opportunity to restructure and continue as a going-concern Business for the benefit of all stakeholders (the “**CCAA Proceedings**”).
26. Should the Initial Order be granted, the Applicants intend to return to Court on December 1, 2025, at 9:00 am, to seek the ARIO (the “**Comeback Hearing**”), which is anticipated to include, among other things, approval of a sale and investment solicitation process (“**SISP**”) for some or all of the Business of the Applicants, and approval of enhanced monitor’s powers to carry out the SISP.
27. I believe that a SISP will result in a successful going concern transaction for the Applicants and the Stay LPs, thereby resulting in an overall successful restructuring to the benefit of all stakeholders. I have been in extensive negotiations with a party that is interested in acting as a stalking horse bidder within that SISP, which will see all creditors, including BDC, paid out in full.
28. While the turn around time is tight, the Applicants will continue to negotiate with this party to see if a stalking horse SISP is possible prior to the Comeback Hearing.

II. RELIEF REQUESTED

29. I swear this affidavit in support of an Initial Order, among other things:
 - (a) declaring that each Applicant is a party to which the CCAA applies without further approval required from any Applicant, director, officer or shareholder;
 - (b) staying all proceedings and remedies taken or that might be taken in respect of the Applicants and the Stay LPs or any of their property, except as otherwise set forth in the Initial Order or otherwise permitted by law, up to and including December 7, 2025 (the “**Stay Period**”);
 - (c) appointing Ernst & Young Inc. (“**EY**”) as monitor of the Applicants in these proceedings (in such capacity, the “**Monitor**”);
 - (d) granting an Administration Charge (as defined below) in the maximum amount of \$500,000 in favour of the Monitor, counsel for the Monitor, counsel for the Applicants, and for the CRO;

- (e) approving the Interim Financing Term Sheet (as defined below) among the Applicants as borrowers, 2011329 Alberta Ltd., as lender (in such capacity, the “**Interim Lender**”), and authorizing borrowings under the Interim Financing Term Sheet up to an amount of \$700,000 (plus interest, fees and expenses) for the initial Stay Period in favour of the Interim Lender;
 - (f) granting an Interim Lender’s Charge (as defined below) in the maximum amount of \$700,000 (plus interest, fees and expenses) over the Applicants’ and Stay LPs’ property;
 - (g) granting a D&O Charge (as defined below) to the maximum amount of \$250,000;
 - (h) authorizing the Applicants to continue utilizing their Cash Management System (defined below) and resume their normal course banking arrangements;
 - (i) authorizing the Applicants to pay certain pre-filing expenses to beneficiaries of the Administration Charge as well as to essential and critical suppliers, vendors and customers necessary to protect certain assets, production and revenue, with the prior written consent of the Interim Lender and Monitor; and
 - (j) authorizing the Applicants to continue to carry out the Reconciliation Protocol.
30. Should this Court grant the Initial Order then the Applicants also intend to rely upon this affidavit for:
- (a) An ARIO that:
 - (i) Extends the Stay Period through to February 27, 2026;
 - (ii) Increases the authorized borrowings and Interim Lender’s Charge under the Interim Financing Term Sheet up to a total amount of \$4,200,000; and
 - (iii) Increases the Administration Charge to \$1,000,000;
 - (b) A sale and investment solicitation process order (“**SISP Order**”).

III. THE APPLICANTS

A. The Business

The Development, Sourcing, Sale and Distribution of CPP

31. The main Business of the Applicants can be summarized as the development, sourcing, sale and distribution of CPP in Canada.
32. AgraCity, NewAgco, Mpower, Viking, and the Genesis Entities represent the core Business of the Applicants, with the other Applicants filling ancillary business roles. Together, the Applicants provide a cohesive network of supply and services to farmers, from protecting their crops through CPP, fertilizer, and other crop inputs to helping them manage their farming operations.
33. CPP are herbicides, insecticides, fungicides, and desiccants, among others, that help farmers prevent disease and decimation of their crops. CPP come in multiple varieties, from formulations of general application to specific formulations targeting specific diseases or pests. Most commercial farming operations rely on CPP every year to maximize their crop yields. CPP serve a critical role in Canadian farming operations.
34. AgraCity is the CPP sale, packaging and distribution arm of the Business, having inherited the business of AgraCity 2005, with the goal of sourcing and selling CPP directly to Canadian farmers and bypassing retail middlemen. AgraCity also provides investment into the other Applicants, such as NewAgco, to facilitate the Business.
35. AgraCity licenses NewAgco IP to register and market its products. Manufacturing occurs in China, India, Mexico, Europe, and the United States, where product is then shipped to Canadian ports and transported to AgraCity's warehouses for inspection, packaging and distribution. The distribution of product is handled by Mpower.
36. NewAgco is the CPP development arm of the Business. NewAgco has one of the largest CPP registration portfolio in Canada. NewAgco represents the main source of valuable Intellectual Property ("IP") among the Applicants.
37. NewAgco targets soon to be off-patent CPPs and works with manufacturers to formulate a generic version of the CPPs. NewAgco then performs the regulatory compliance and registration process to obtain the IP, which are licensed for sale in Canada. NewAgco licenses the IP to AgraCity to brand, market and sell.

38. Mpower is the CPP transportation arm of the Business. Mpower provides transportation and logistics services to AgraCity and delivers their CPP to customers. Mpower provides services exclusively to the Applicants. Mpower operates a vehicle fleet of approximately thirty-seven (37) owned or leased trucks, trailers, and power units ("**Mpower Fleet**").
39. Viking is the wholesale arm of the Business. Viking is registered and operates out of Alberta. Viking owns its own IP and sells its CPP to traditional retailers. Viking formulates, maintains, sells and distributes its CPP in substantially the same manner as NewAgco and AgraCity.
40. Intellectual Property is broken down into the IP held by NewAgco and Viking. The NewAgco IP consists of approximately 146 product registrations ("**NewAgco Registrations**") pursuant to the *Pests Control Products Act* (Canada) ("**PCPA**") and approximately 76 registered trademarks pursuant to the *Trademarks Act* (Canada) ("**TA**") (the "**NewAgco Trademarks**"). The Viking IP consists of approximately 57 product registrations pursuant to the *PCPA* (the "**Viking Registrations**" and together with the NewAgco Registrations, the "**CPP Registrations**").
41. The CPP Registrations each have a Canadian pest control product ("**PCP**") number, which allows the registrant to sell and market that product in Canada and subjects the registrant to regulatory compliance and oversight. A list setting out all of the CPP Registrations is attached as **Exhibit "2"**.
42. The NewAgco Trademarks provide crucial brand protection and differentiation in the marketplace. Given that the CPP sold by the Applicants are generic formulations, the ability to differentiate and market them under their own brands and labels represents a significant asset and component of the Business. A list setting out all NewAgco Trademarks is attached as **Exhibit "3"**.

Carbon Sequestration and Farm Management

43. CarbonTerra operates as the carbon sequestration arm of the Business. CarbonTerra has developed a soil carbon sequestration platform for monetizing carbon credits. CarbonTerra would analyze current farming sequestration practices and create protocols for farmers to maximize carbon sequestration. These protocols would generate carbon credits which CarbonTerra collaborates with investors, emitters and carbon credit exchanges to market and sell. Carbon exchanges provide a market for investors to

purchase carbon credits to offset their own emissions, thus providing an additional income source for Canadian farmers.

44. Agronomax is the farm management arm of the Business. Agronomax is developing a digital farm management platform to provide data and related key metrics, such as commodity prices, market information, field monitoring, and microclimate forecasting to farmers. Agronomax remains in early development, although it has constructed and deployed a number of weather stations on a trial basis and engaged in limited commercial activities with a small number of customers.

IT Services

45. Catalyst is the information technology development and support arm of the Business. Catalyst provides IT Services exclusively to the Applicants and to certain closely held entities not involved in the CCAA. Catalyst has two functions: (i) to provide IT Services to the Applicants, such as developing customized software, tools and programs to enhance their operations, and (ii) to license software from third parties, such as Microsoft 365 and payroll and accounting software, used by the Applicants. Catalyst has provided the following IT Services to the Applicants:
- (a) Catalyst developed EAGLE for AgraCity, an integrated software solution for customer management, procurement, inventory, warehouse, production, order tracking, logistics and delivery management systems with customizable reporting and dashboards, and predictive analytics that transform data into insights to support strategic decisions.
 - (b) Catalyst assisted Agronomax in developing its digital platform and also created a mobile and web application for its users.
 - (c) Catalyst created a carbon credit protocol for CarbonTerra that allow avoidance and other credits to be captured. Catalyst also created infrastructure and procedures required to quantify stored carbon, create reports and seek approval from appropriate authorities.
 - (d) Catalyst implemented a complete enterprise resource planning solution for the Genesis Entities to automate and manage its core business processes.

- (e) Catalyst implemented a fleet and driver management system for Mpower, which integrates with Mpower's telematics system for efficient route planning, delivery, order, and vehicle tracking.

Genesis Entities

- 46. The Genesis Entities represents the G&F distribution arm of the Business and is operated by the Genesis General Partners.
- 47. The Genesis Entities operates the Belle Plaine Supercentre, which is a G&F distribution centre where farmers come to onload fertilizer. The Genesis Entities began in 2014 as an investment project among AgraCity, individual and corporate farmers, and a related non-CCAA entity controlled by James, Farms and Families of North America Inc. ("**FNA**").
- 48. The registered owner of the Belle Plaine Supercentre is Genesis Opco. A copy of the title for Genesis Opco is attached as **Exhibit "4"**.
- 49. AgraCity made an initial investment of approximately \$2.6 million into the Genesis Entities and is currently owed approximately \$7.2 million from the Genesis Entities as a result of additional funding to the business.
- 50. The goal of the Genesis Entities was to build the Supercentre Network, however only sufficient funds to build the Belle Plaine Supercentre were raised. The Belle Plaine Supercentre has been in operation since October 2022.

Intercorporate Transactions and Holdings

- 51. Together, 2676, 4752, 2497, 7148, and FNA AgraCity represent the intercorporate holdings and transaction arm of the Business, as follows:
 - (a) 2676 serves as the holding company for Viking and does not carry on any other active business;
 - (b) 4752 serves as the middleman between Applicants to facilitate intercorporate transactions, ensuring clearer accounting and transaction tracking;
 - (c) 2497 holds the AgraCity Saskatoon Lands (defined below) in trust for AgraCity;
 - (d) 7148 acts as a holding company for the Genesis General Partner entities; and

- (e) FNA AgraCity serves as the holding company for the Genesis Holding LP and holds special rights under its partnership agreement to facilitate the repayment of initial investment.

B. Employees and Payroll

52. Prior to staff reduction measures following the June Announcement, the Applicants had approximately 80 employees across various functions, including sales, trucking, information technology, warehousing, administration, accounting and finance departments, among others. The Applicants have since downsized to approximately 35 employees. The headcount of the employees is as follows: AgraCity (28), Mpower (4), and NewAgco (3). None of the other Applicants have employees.
53. Employees are paid semi-monthly in arrears, on the 10th and 25th calendar day of each month.
54. None of the employees are unionized or otherwise subject to a collective bargaining agreement in connection with their employment with any of the Applicants.
55. AgraCity, Mpower and NewAgco each provide a Registered Retirement Savings Plan (“RRSP”) program to their employees. Employee RRSP contributions are matched between 3% and 5% depending on employee tenure. AgraCity is approximately \$17,000 in arrears on remittances and Mpower is approximately \$12,000 in arrears.
56. The Applicants have paid approximately half of their payroll obligations up to and including November 25, 2025, and expect to satisfy the remaining portion from the Interim Financing. AgraCity owes approximately \$116,000 in accrued vacation pay and Mpower owes approximately \$12,000.
57. The Applicants are not current on source deductions, such as Canada Pension Plan, employment insurance, and income tax (the “**Source Deductions**”). The Applicants have not been remitting source deductions since June 10, 2025, as a result of liquidity issues. As at November 20, 2025, the Applicants owed approximately \$958,000 in Source Deductions.
58. If the Interim Facility (defined below) is approved by the Court, it is intended that advances will be used to meet future payroll Source Deductions in accordance with the Cash Flow Forecast (defined below).

C. Real Property and Leased Premises

59. The Applicants own the following real property (the “**Real Property**”):

- (a) **Humboldt, Saskatchewan.** The lands municipally located at 10568 8th Avenue, Humboldt, Saskatchewan, S0K 2A0, and legally described as Surface Parcel 113850558, Blk/Par G-Plan 71H05151 Ext 0, as described on Certificate of Title 01H00381 (the “**Humboldt Lands**”). Owned by AgraCity and not currently in use. Historically used as a warehouse by AgraCity.
- (b) **Saskatoon, Saskatchewan.** The lands municipally located at 211 4th Avenue, South, Saskatoon Saskatchewan, S7K 1N1, and legally described as:
 - (i) Surface Parcel #120278202, Lot 19-Blk/Par 156 Plan C195 Extension 7, as described in Certificate of Title 70S12505 (“**Lot 19**”); and
 - (ii) Surface Parcel #120278314, Lot 20-Blk/Par 156 Plan C195 Extension 25, as described in Certificate of Title 70S12505 (“**Lot 20**” and together with Lot 19, the “**Saskatoon Lands**”).

The Saskatoon Lands are owned by 2497 and held in trust for AgraCity. The Saskatoon Lands are currently vacant but were intended to be office space for the Applicants, however renovations have been placed on hold.

- (c) **Pense, Saskatchewan.** The lands legally described as Surface Parcel #102697094, NW 22-17-24-2 Extension 1, as described in Certificate of Title 98MJ00780 (the “**Belle Plaine Lands**”). Owned by Genesis Opco and used for the Belle Plaine Supercentre.

60. Titles for the Real Property are collectively attached as **Exhibit “5”**.

61. AgraCity leases the following real property (collectively the “**Leased Premises**”).

- (a) The premises located at 2900 Jasper Avenue, Saskatoon Saskatchewan (the “**Schuler Lease**”); and
- (b) The premises located at 302 Melville Street, Saskatoon, Saskatchewan (the “**Melville Lease**”).

62. The leases for the Leased Premises are attached as **Exhibit “6”**. The Schuler Lease is current for November 2025, but the Melville Lease payment is not current. The Melville Lease landlord delivered a demand letter on November 20, 2025, advising that the Melville Lease is in default and that the landlord may take enforcement steps without further notice.

D. Leased Equipment

63. AgraCity and Mpower lease vehicles and equipment to operate the Business (the “**Leased Equipment**”).
64. AgraCity’s vehicle fleet is comprised of approximately eight (8) leased or financed trucks and trailers. The Mpower Fleet leases are comprised four (4) leased vehicles, trucks, and power units.
65. Summaries of the Leased Equipment are attached as **Exhibit “7”**. The Applicants may also lease other minor equipment, such as photocopiers and tools.

E. Key Customers and Service Providers

66. The success and continued operation of the Business is reliant on certain (i) key customers, (ii) key suppliers, and (iii) key service providers.
67. The Business is reliant on its relationship with certain key customers, including certain Reconciliation Creditors. Major clients of the Business include large-scale farming operations and commercial CPP retailers throughout Canada. As noted above, the Reconciliation Plan has largely proven successful, however some customers have demanded refunds and are still owed product. The Applicants’ ability to maintain their Business going forward is reliant on these key customers continuing to purchase CPP. I believe that if the Applicants are unable to continue with the Reconciliation Protocol, or to repay certain pre-filing amounts to key customers, with the consent of the Monitor and Interim Lender, that the Business will be detrimentally affected.
68. Major suppliers to the Business are mostly overseas manufacturers of CPP. I believe that the continued support of these critical suppliers is dependent on the Applicants’ ability to pay certain pre-filing debts through the Reconciliation Protocol, with the consent of the Monitor and Interim Lender. As a result of changing market conditions, many overseas suppliers have limited the credit facilities available to the Applicants and are no longer

willing to provide supplies without being paid in advance. I understand that certain suppliers may be unwilling to sell product without pre-filing debts being paid.

69. The Business is reliant on the services provided by certain third parties. Catalyst holds licenses for 21 software tools and services provided by third parties and used by the Applicants to conduct the Business. These tools and services include Microsoft 365, and payroll and accounting software, among others. These tools and software are critical components required by the Applicants to conduct the Business.
70. An interruption in the provision of these tools and software could have severe effects on the Business and could cause issues with meeting payroll and other post-filing liabilities, managing customer orders, and the general day-to-day conduct of the Applicants. For this reason, I believe that the Applicants' ability to pay certain pre-filing expenses of these key service providers, with the consent of the Monitor and Interim Lender, is essential to the successful restructuring of the Business. A list setting out the critical third-party software licensed by Catalyst is attached as **Exhibit "8"**.

F. Cash Management

71. In the ordinary course of business, the Applicants use a banking and cash management system ("**Cash Management System**") to collect funds and pay expenses associated with their operations, among other things. The Cash Management System is administered by AgraCity's accounting department, headed by its Vice President of Treasury and Corporate Finance.
72. The Cash Management System has several functions, comprised of: (i) collection of accounts receivable from third parties; (ii) disbursements to fund payroll, capital expenditures, maintenance costs, payments to service providers; and (iii) intercompany cash transfers among various Applicants. Intercompany transfers are made on an "as needed" basis to ensure that each Applicant has sufficient working capital and liquidity to meet its needs. These transfers are often classified as being made through 4752 for accounting purposes, although the cash may flow directly between other entities.
73. The Applicants maintain bank accounts in Canada in both Canadian and United States of America ("**US**") currency, with BMO and Royal Bank of Canada ("**RBC**"). A summary of the Applicants' and Stay LPs' bank accounts and their principal function is set out below.

APPLICANT	BANK	PURPOSE
AgraCity	BMO	Not Used
Mpower	BMO	Payroll, lease, operating costs
NewAgco	BMO	Payroll and operating costs
CarbonTerra	RBC	IT rebate deposits and operating expenses
Agronomax	RBC	Operating expenses
2676	No Accounts	
Viking	RBC	Customer payments, payroll and operating costs
4752	No Accounts	
2497	No Accounts	
Catalyst	RBC	Not used – seized by Canada Revenue Agency (“ CRA ”)
Genesis Holdco	No Accounts	
Genesis Opco	No Accounts	
Genesis Holding LP	No Accounts	
Genesis Operating LP	RBC	Payroll, lease payments, loan payments, and operating costs
7148	No Accounts	
FNA AgraCity	No Accounts	

74. Prior to the June Announcement, the AgraCity bank account held at BMO was the primary operating bank account of AgraCity, however as previously noted, BMO has given notice that the bank accounts of AgraCity and NewAgco will be closed at the end of November 2025. As a result, the Applicants have been using a bank account held by AgraCity 2005 to make their payroll, operating costs, and other expenses.
75. Should the Initial Order be granted, the Applicants intends to resume the payment of payroll, operating costs, and other expenses from their BMO bank accounts in accordance with the Cash Management System. Indeed, the Interim Lender has advised that it requires the Interim Financing be deposited and held in a bank account owned by the Applicants.

IV. FINANCIAL CIRCUMSTANCES AND CASH FLOW

76. The “Financial Overview” section of the proposed Monitor’s Pre-Filing Report provides an analysis of the Applicants’ historical financial performance and current liquidity constraints and funding shortfall.

77. The Applicants maintain individual financial statements. The most recent financial statements (collectively the “**Financial Statements**”) prepared for each of the Applicants are as follows:
- (a) draft unaudited financial statements for the period ending September 30, 2025, for all Applicants except the Genesis Entities and 2676;
 - (b) unaudited financial statements for the period ending December 31, 2023, for the Genesis Holding LP;
 - (c) unaudited financial statements for the period ending December 31, 2024, for the Genesis Operating LP, Genesis Holco, and Genesis Opco; and
 - (d) unaudited balance sheet and profit and loss statement as at September 30, 2025, for 2676.
78. Copies of the Financial Statements are attached as **Exhibit “9”**.
79. The Financial Statements show that the Applicants and Stay LPs have incurred substantial net losses in recent years, including approximately \$5.1 million of losses in 2025. In 2024, the Applicants and Stay LPs as a group reported a net income of approximately \$2 million, however this amount was supported only by AgraCity, Mpower, and NewAgco, with all other Applicants and Stay LPs incurring a net loss in 2024.

A. Assets

80. As at September 30, 2025, the Applicants and Stay LPs, on a consolidated basis, had approximately \$96.4 million of total assets, consisting of approximately \$17.3 million in current assets and approximately \$79.2 million in non-current assets. A material portion of the Applicants’ current assets consist of inventory held by AgraCity and amounts due from related parties by 4752, in the approximate amount of \$10.4 million. A material portion of the Applicants’ non-current assets consists of amounts due from related parties to AgraCity and property, plan and equipment, in the approximate amonut of \$42.9 million.

B. Liabilities

81. As at September 30, 2025, the Applicants and Stay LPs, on a consolidated basis, had approximately \$90.7 million of total liabilities, consisting of approximately \$70.3 million in current liabilities and approximately \$20.4 million in non-current liabilities.

82. The majority of current liabilities consist of accounts payable, accrued liabilities and deferred revenue by AgraCity, in the approximate total amount of \$46.1 million. A significant portion of the deferred revenue represents amounts owing to Reconciliatoin Creditors which AgraCity is attempting to reconcile through the Reconciliation Protocol. A material portion of non-current liabilities consist of trade facility credit and amounts due to related parties from AgraCity, NewAgco, Mpower, and CarbonTerra in the approximate total amount of \$19.2 million.

C. Cash Flow Forecast

83. The Applicants, with the assistance of the Monitor, have prepared a short-term consolidated cash flow forecast (the “**Cash Flow Forecast**”). A copy of the Cash Flow Forecast will be attached to the Monitor’s Pre-Filing Report. I believe that the Cash Flow Forecast is a reasonable forecast of the Applicants’ cash flow during the stated period.
84. The Cash Flow Forecast demonstrates that absent the Interim Financing, among other things the Business does not have sufficient liquidity to continue normal course operations during the cash flow period and the Business will shortly become unable to meet its obligations as they become due.

V. THE APPLICANTS’ CREDITORS

A. Secured Creditors

Secured Banking Creditors

85. Only the Genesis Entities maintain a secured banking relationship. Pursuant to a Letter of Offer dated July 5, 2021, as amended from time to time (the “**BDC Agreement**”), among Genesis Operating LP and Genesis Opco, as borrowers, BDC as lender, and Genesis Holding LP and Genesis Holdco, as guarantors, BDC agreed to extend a loan in the amount of \$10 million (the “**BDC Loan**”) to the borrowers. The purpose of the BDC Loan was to finance some of the cost of the Belle Plaine Supercentre. A copy of the BDC Agreement is attached as **Exhibit “10”**.
86. As security for the obligations for the borrowers and guarantors under the BDC Agreement, the borrowers and guarantors granted the following security to BDC, among others (collectively, the “**BDC Security**”):
- (a) a mortgage in the stated amount of \$11 million over the Belle Plaine Lands;

- (b) a general assignment of rents and leases over the Belle Plaine Lands;
 - (c) first ranking general security in all of Genesis Opco's present and after-acquired personal property;
 - (d) first ranking general security in all of Genesis Operating LP's present and after-acquired personal property;
 - (e) a corporate guarantee of indebtedness by Genesis Holdco guaranteeing the full amount of the Loan;
 - (f) first ranking general security in all of Genesis Holdco's present and after-acquired personal property;
 - (g) a corporate guarantee of indebtedness by Genesis Holding LP guaranteeing the full amount of the Loan; and
 - (h) first ranking general security in all of Genesis Holding LP's present and after-acquired personal property.
87. On or around July 29, 2025, the borrowers defaulted on the BDC Agreement by, among other things, failing to make payment when due, and failure to comply with their reporting obligations. BDC, through its legal counsel, issued a letter notifying the borrowers of the breach (the "**Breach Letter**").
88. On October 2, 2025, BDC, through its counsel, issued a letter to the borrowers and guarantors demanding repayment of the Loan. BDC, through its legal counsel, concurrently issued separate notices to the borrowers and guarantors of BDC's intention to enforce the BDC Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") (collectively, the "**Demands and Notices**").
89. As at September 24, 2025, the borrowers and guarantors were indebted to BDC in approximate amount of \$7.5 million, with interest accruing at approximately \$1,500 per day (the "**BDC Indebtedness**"). Copies of the Demands and Notices are attached as **Exhibit "11"**.
90. The borrowers and guarantors have been unable to repay the BDC Indebtedness, and on November 19, 2025, BDC, through its legal counsel, filed an originating application in this Court seeking the appointment of a receiver over all of the assets, undertakings, and

property of the Genesis General Partners and the Stay LP (the “**Genesis Receivership Application**”). If the Stay Period is not granted, the Genesis Receivership Application is set to be heard in this Court on November 28, 2025, commencing at 2:00 p.m.

Other Secured Creditors

91. 2497 acquired the Saskatoon Lands from Deer Lodge Hotels Ltd. (“**Deer Lodge**”) on November 22, 2021. A portion of the purchase price was satisfied by way of a \$1,200,000 “vendor take back” mortgage granted by Deer Lodge to 2497 (the “**VTB Mortgage**”). A dispute arose between 2497 and Deer Lodge regarding certain post-closing adjustments to the purchase price arising from certain remediation efforts required in the property, with the result that 2497 considers the VTB Mortgage satisfied, while Deer Lodge disputes that characterization. Deer Lodge has been served with this application.

B. PPSA Registrants

92. Below is a summary of the registrations against the Applicants under the *Personal Property Security Acts* of Alberta, Saskatchewan and Manitoba (collectively the “**PPSA**”):

SECURED PARTY	DEBTOR(S)	COLLATERAL
BUSINESS DEVELOPMENT BANK OF CANADA	Genesis Holco Genesis Holding LP Genesis Opco Genesis Operating LP	All present and after-acquired personal property.
CORTLAND CREDIT LENDING CORPORATION / CORTLAND CREDIT GROUP INC.	Genesis Holco Genesis Holding LP Genesis Opco Genesis Operating LP	All present and after-acquired personal property.
CALIDON FINANCIAL SERVICES INC.	AgraCity	Meridian 2407 Unstiffened Hopper Top Grain Bin and related equipment and proceeds;
MITSUBISHI HC CAPITAL CANADA, INC.	AgraCity Genesis Opco Genesis Operating LP	2021 Hitachi ZW180-6 (s/n: 05656) and related equipment;
FORD CREDIT CANADA COMPANY	AgraCity	2022 Ford F150 (s/n: 35805); 2022 Ford F150 (s/n: 35807); 2022 Ford F150 (s/n: 35808);

SECURED PARTY	DEBTOR(S)	COLLATERAL
		2024 Ford F150 (s/n: 27966);
TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.	AgraCity Genesis Opco Genesis Operating LP	2024 Toyota 8FBE20U (s/n: 32517) and related equipment; 2024 Toyota 8FBE20U (s/n: 32549) and related equipment; 2024 Toyota 8FBE20U (s/n: 32551) and related equipment; 2024 Toyota 8FBE20U (s/n: 32565) and related equipment; 2024 Toyota 8FBE20U (s/n: 32560) and related equipment; 2024 Toyota 8FBE20U (s/n: 32557) and related equipment; 2024 Toyota 8FBE20U (s/n: 32584) and related equipment; 2024 Toyota 50-8FGU25 (s/n: 26127) and related equipment;
2504967 ONTARIO LTD. O/A ABRAMS AUTO TRANSPORT	AgraCity	1985 Mazda RX7 GSL Coupe (s/n: 91212); 1980 Mazda RX7 GS Coupe (s/n: 11941); 1982 Mazda RX7 GS Coupe (s/n: 39094);
KUBOTA CANADA LTD.	AgraCity	2024 Kubota 1SVL75-3 (s/n: 22751);
101258391 SASKATCHEWAN LTD.	AgraCity NewAgco	All present and after-acquired personal property.
MILLER THOMSON LLP	AgraCity NewAgco Viking Genesis Holdco Genesis Opco Genesis Holding LP Genesis Operating LP Mpower Agronomax 2676 FNA AgraCity	All present and after-acquired personal property and proceeds.

SECURED PARTY	DEBTOR(S)	COLLATERAL
SYNGENTA CROP PROTECTION, LLC	NewAgco	All personal property and lands of AgraCity within Saskatchewan;
CWB NATIONAL LEASING INC.	Genesis Operating LP	
FRONTLINE TRUCK & TRAILER	Mpower	2016 Freightliner Cascadia 125 Trailer (s/n: T6000);
HITACHI CAPITAL CANADA CORP.	Mpower	Aluminium Deck 2020, 20190403-0628600 with toolbox;
RCAP LEASING INC.	Mpower	2022 Distinction Super B Lead Trailer (s/n: 72101) and accessories; 2022 Distinction Super B Pup Trailer (s/n: 72102) and accessories;
MERIDIAN ONECAP CREDIT CORP.	Mpower	2022 Doepker Legacy Super B Trailer (s/n: 43040) and accesories; 2022 Doepker Legacy Super B Trailer (s/n: 43041) and accesories;
BANK OF MONTREAL	Mpower	2016 Freightliner Cascadia Trailer (s/n: T6000) and accessories;
ERNIE'S TRAILER SERVICE	Mpower	2012 Kenworth T800 Trailer (s/n: 52364); 2013 Kenworth T800 Trailer (s/n: 55867); 2013 Kenworth T800 Trailer (s/n: 63787);
TRIPLE FARMS LTD.	AgraCity	All personal property and lands of AgraCity within Saskatchewan;

93. With respect to the above, I note that:

- (a) Cortland Credit Lending Corporation / Cortland Credit Group Inc.'s ("**Cortland**") registration arises from a proposed loan from Cortland to Genesis. Ultimately, Cortland never advanced any funds, and Cortland is not owed anything by the Applicants. Cortland has since discharged its registration;
- (b) There is a court decision requiring Syngenta Crop Protection, LLC ("**Syngenta**") to remove its registration, a copy of which is attached as **Exhibit "12"**; and
- (c) The registration in favour of Triple Farms Ltd. ("**Triple Farms**") arises from a judgment that Triple Farms obtained against AgraCity and is an unsecured claim.

C. Crown Obligations and Priority Claimants

94. The following Applicants owe the following amounts in source deductions, as at the dates specified below:

	Balance	As of
AgraCity Crop & Nutrition Ltd	623,781.73	2025-11-20
Catalyst Technologies Ltd	172,666.58	2025-11-20
Genesis G&F Operating LP	37,359.00	2025-10-31
MPower Logistics Ltd	54,246.95	2025-11-20
NewAgco Inc	55,669.00	2025-11-20
Viking Crop Production Partners Inc	14,794.40	2025-11-20
Total	958,517.66	

95. In addition, below is a summary of the Applicants that currently owe GST or PST:

Summary - Sales Tax		
Balance owing		
	GST	PST
101072497 Saskatchewan Ltd	13,738.56	
Catalyst Technologies Ltd	96,729.50	
MPower Logistics Ltd	8,766.34	-
NewAgco Inc	43,271.62	
Total	162,506.02	Nil

96. The Applicants intend to use portions of the Interim Financing to meet post-filing obligations to the Crown that will accrue during the CCAA Proceedings.

D. Trade Creditors

97. The Applicants have unpaid trade and other unsecured debt accrued in the normal course of Business. These include product purchased on credit terms with suppliers, third-party software and technology services, professional services, and other suppliers or service providers.
98. As at September 30, 2025, the Applicants' accounts payable totaled approximately \$ 14.5 million CAD among approximately 153 trade creditors, with the overwhelming majority of the Applicants' accounts payable owed by AgraCity at approximately \$13.1 million CAD to approximately 85 trade creditors. The Genesis Operating LP also had approximately \$0.5 million USD in accounts payable.

E. Litigation Claims

99. Since November 2022, the Applicants have been involved in approximately 34 pending litigation proceedings (collectively, the “**Litigation**”). One (1) proceeding in Manitoba, one (1) proceeding in Alberta, three (3) proceedings in Ontario, and twenty-nine (29) proceedings in Saskatchewan.
100. Before the June Announcement, the Applicants were involved in approximately twenty-one (21) proceedings which mostly concern the James and FNA Litigation (described below) and claims by (i) suppliers, (ii) employees, (iii) contractors, (iv) customers, (v) landlords, (vi) mortgagees, and (vii) intellectual property competitors.
101. Since the June Announcement, the Applicants have been involved in a further thirteen (13) proceedings involving claims by (i) Reconciliation Creditors related to AgraCity’s failure to deliver product following the June Announcement, (ii) a previous landlord, and (iii) other trade creditors.
102. A summary of the Applicants’ Litigation is attached as **Exhibit “13”** (the “**Litigation Summary**”). The Litigation Summary provides an overview of each proceeding, the parties involved, the allegations, and the status of the action.
103. The Litigation involving directors and shareholders in particular has placed inordinate strain on the Applicants’ financial resources and the Business. For this reason, further background and particulars on that litigation is detailed below.
104. The resolution of the Litigation will have a material impact on the Applicants’ financial position and ability to operate as a going-concern. A Stay of Proceedings is necessary to provide the Applicants relief from the Litigation, so that their attention and resources can be focused on restructuring and preserving value for all stakeholders, including litigation claimants.

Director and Shareholder Litigation

105. There is significant litigation between James, me, FNA, and the Applicants (collectively the “**James and FNA Litigation**”). Six (6) of the proceedings outlined in the Litigation Summary relate to the James and FNA Litigation.
106. For more than ten years, in part because of disputes between myself and James, James has managed FNA, and I have managed the Applicants. Despite this arrangement, James

remains a director of some of the Applicants, including AgraCity. James continues to hold shares of certain other Applicants.

107. The James and FNA Litigation arose from an event in 2017 where James purported to unilaterally remove me as President of AgraCity (the “**Purported Removal**”). I challenged the validity of the Purported Removal pursuant to an originating application. As a result, Justice Danyliuk issued an Order on July 19, 2017 (the “**Danyliuk Order**”), which, among other things, appointed me as President and CEO of AgraCity until the merits of my originating application were determined. The Danyliuk Order also states that I was not to take any steps outside of the ordinary scope of business of AgraCity. The Danyliuk Order is attached as **Exhibit “14”**.
108. Since the Danyliuk Order, there have been related proceedings between James and me, as well as interlocutory applications in the James and FNA Litigation. Five of those other proceedings were consolidated pursuant to a consolidation Order of this Court in June 2024. The common themes of the consolidated proceedings relate to disputes around the ownership and control of AgraCity, and disputes surrounding interim matters concerning the business of AgraCity, including attendance at tradeshow, and obligations to make payments to FNA.
109. In January 2025, James and FNA were declared vexatious litigants by this Court pursuant to an Order (the “**Vexatious Litigant Order**”). They are barred from (1) bringing any further proceedings against myself, AgraCity, or any company which AgraCity or I are shareholders or unitholders without leave of the Court and (2) commencing or pursuing any new applications in the Court in certain court proceedings identified within the Vexatious Litigant Order without leave of the Court. A copy of the Vexatious Litigant Order is attached as **Exhibit “15”**.
110. Despite the Vexatious Litigant Order, several actions involving James and FNA, which commenced before the date of the Vexatious Litigant Order remain ongoing and have resulting in nearly 100 Court appearances over the years.
111. On November 25, 2025, board meetings of the directors of AgraCity, Mpower, 7148, and FNA AgraCity were duly convened (the “**November Board Meetings**”). The proper notices were given pursuant to the by-laws of the participating Applicants. EY provided a presentation on the financial position of the participating Applicants and concluded that these CCAA Proceedings was the appropriate course of action. Resolutions were held for

which I voted to authorize the entering into of these CCAA Proceedings. James was present but abstained from voting. I believe that adequate approval was obtained to authorize these CCAA Proceedings. A copy of the bylaws for AgraCity, Mpower, 7148, and FNA AgraCity, are attached as Exhibit “16” and copies of the Minutes of the November Board Meetings are attached as Exhibit “17”.

112. The other Applicants for which I am a director have all resolved to enter into these CCAA Proceedings.

VI. FINANCIAL DIFFICULTIES OF THE APPLICANTS AND RESTRUCTURING EFFORTS

113. The Applicants’ financial difficulties began well before 2025. The financial challenges faced by the Applicants before 2025 were (i) a significant investment into the Genesis Entities that failed to provide expected returns and that have continued to drain capital, (ii) the James and FNA Litigation that has diverted substantial financial resources and manpower from the Business, (iii) the imposition of US tariffs and knock-on effects with overseas suppliers reducing access to credit, and (iv) issues with BMO and Moneris following the June Announcement. These events have contributed to the liquidity crisis faced by the Applicants.
114. In June 2025, AgraCity was unable to deliver approximately \$32.4 million of product that farmers had pre-paid for. AgraCity issued the June Announcement, advising farmers that it was unable to deliver their product and that they would instead be issued store credit. The June Announcement is attached as Exhibit “18”.
115. Both before and after the June Announcement, the Applicants’ have implemented restructuring efforts to address their liquidity crisis. The restructuring efforts comprise (i) soliciting sales and investment transactions, (ii) attempting to refinance the Genesis Entities, (iii) negotiating a new supplier agreement, (iv) the Reconciliation Protocol, (v) short term loans, and (vi) cost reduction measures.

A. Financial Difficulties

Genesis Entities Investments

116. Between 2014 and 2023, AgraCity invested approximately \$2.6 million into the Genesis Entities. This investment contributed to the cost of building the Belle Plaine Supercentre, including costs associated with engineers, contractors, accountants and other required

services and materials. As of 2023, approximately \$1.3 million of these costs had been reimbursed to AgraCity with the balance remaining invested.

117. In 2015, the first phase of the Genesis Entities commenced, with the goal of raising approximately \$24.2 million of investment through an initial offering memorandum (“OM”). The OM was sponsored by AgraCity and FNA, however AgraCity bore all of the costs of the equity raise. Unfortunately, the OM only resulted in a total equity raise of approximately \$11.8 million.
118. In 2017, the Genesis Entities were in the preliminary steps of acquiring the Belle Plaine Lands and in financing discussions with BDC. Unfortunately, at this stage, the James and FNA Litigation commenced and intersected with the Genesis Entities. In result, the Genesis Entities came to a standstill.
119. In 2020, the Genesis Entities were resumed. Discussions with BDC were restarted and the BDC Loan was obtained. Construction began in 2020 and concluded in 2022. The Belle Plaine Supercentre has been operational since October 2022.
120. Since 2023, AgraCity has continued to serve as the main funding entity of the Genesis Entities and has carried its operating costs, largely due to the Genesis Entities’ failure to secure an initial strategic investor. As at September 30, 2025, AgraCity is owed approximately \$6.4 million from the Genesis Entities for the funding of its operating costs.
121. I verily believe that the Genesis Entities and the Belle Plaine Lands have far more value when combined with the overall AgraCity ecosystem than they do being sold off piecemeal in a receivership. Most potential purchasers that I have spoken to has expressed interest in an *en bloc* purchase of the Applicants and the Stay LPs. I further believe that a combined sale will provide a far greater return to the Genesis Entities’ stakeholders, including BDC.
122. BDC’s payout statement is attached as **Exhibit “19”**, showing that BDC was owed \$7,701,734.98 as of October 29, 2025, with a per diem of \$1,581.66.
123. Shown to me and collectively marked as **Confidential Exhibit “A”** are insurance value appraisals in respect of the Belle Plaine Lands and equipment dated as of April 2025 (the “**BP Appraisals**”). As is shown in the BP Appraisals, the Belle Plaine Lands and equipment are worth significantly more than the BDC payout amount.

124. The BP Appraisals are not attached this the Affidavit given their commercially sensitive nature and potential prejudice to any marketing and sale process there may be in this proceeding.

James and FNA Litigation

125. As discussed above, the James and FNA Litigation began in 2017 and has placed a consistent and severe strain on the Applicants' finances, governance, and Business.
126. Over the past eight (8) years, the James and FNA Litigation has caused AgraCity to bear crushing legal fees in excess of approximately \$2.2 million. In addition to lost management time and productivity, these legal fees represent funds that could have been used for AgraCity's operating capital needs, including purchasing product.
127. Since the Danyliuk Order, AgraCity's retail market has been restricted to persons with membership in FNA. As a result, AgraCity is dependent on an adverse party to grow and maintain its customer base. During the course of the James and FNA Litigation, FNA has reduced its staff and largely ceased efforts to generate new membership. AgraCity has undertaken much of FNA's responsibility and costs associated with selling and renewing FNA memberships to maintain its customer base.
128. Since July 2019, AgraCity has also been required by Court order to transfer approximately \$661,000 annually to FNA to fund its operations. These funds have been used by FNA to fund the James and FNA Litigation against AgraCity. These transfers combined with the legal costs incurred in the James and FNA Litigation have caused a financial loss of approximately \$6.7 million.
129. The James and FNA Litigation has also prevented AgraCity from obtaining financing to support its liquidity needs. Due to the perceived instability of AgraCity's corporate governance, and the unwillingness of James to execute the necessary authorizing documentation such as directors and shareholders resolutions, lenders have not been prepared to risk investing capital into AgraCity.

Reduction in Supplier Credit and Imposition of US Tariffs

130. Up until 2021, AgraCity maintained a strong relationship with Farm Credit Canada ("**FCC**"). FCC had created a program whereby approximately \$40 million was available to farmers to purchase product from AgraCity (the "**FCC Program**"). As a result of the James and

FNA Litigation, FCC cancelled the FCC Program, which left AgraCity unable to offer credit terms to farmers. As a result, AgraCity's sales orders through January to April 2025, were significantly lower than in previous years.

131. Up until 2022, despite being unable to secure traditional financing, AgraCity was able to rely on its long-standing relationships with overseas suppliers to purchase product on credit. Between 2017 and 2022, AgraCity was able to purchase approximately \$7 million to \$9 million of product each year through unsecured, no-interest, credit facilities. Unfortunately, following a change in ownership of AgraCity's main supplier at the time, Anhui Huaxing Chemical Industry Co Ltd., it discontinued its credit facility and refused to deliver pre-ordered product unless cash payment was made.
132. Since the beginning of 2025, the US has imposed wide ranging tariffs on a number of global partners that the Applicants rely on to conduct their Business, most notably China, India, Mexico, Europe, the United States and Canada. These tariffs have broadly affected the agricultural market in which the Applicants operate and have (i) influenced the buying patterns of farmers, and (ii) have further limited access to supplier credit facilities. As a result of these tariffs, many other Chinese suppliers of the Applicants have significantly limited their credit availability or eliminated them entirely.
133. I am advised by AgraCity's sales staff that farmers have changed their buying patterns as a result of global tariffs and have been deferring their purchase of product and seeking vendors willing to sell on credit terms. AgraCity has been unable to do so since the cancellation of the FCC Program.

Issues with BMO and Moneris

134. Following the June Announcement, many customers who had placed orders through AgraCity's POS provider, Moneris, requested refunds. I understand that these refund requests resulted in Moneris incurring approximately \$4.5 million in chargeback liabilities. AgraCity has made significant efforts through its Reconciliation Protocol to reduce Moneris' chargeback exposure. My understanding is that Moneris is an affiliate of BMO.
135. On November 17, 2025, BMO gave notice to AgraCity and NewAgco that it would be closing their bank accounts at the end of November 2025. Attached as **Exhibit "21"** is the November 17, 2025, notice issued by BMO. The Applicants have been using a non-CCAA related party's bank account to fund their payroll and operating costs.

Viking Registrations

136. On November 21, 2025, Health Canada wrote to Viking to advise that it would be proceeding with a cancellation of the Viking Registrations on November 26, 2025, unless a payment against its account balance of \$44,756.08 was immediately made. A partial payment was made, but I expect that Health Canada will continue to press for immediate payment on threat of cancellation.
137. The Viking Registrations are a key component of the Applicants' overall Business and losing them would cause irreparable harm. At the same time, even if the Applicants were able to make the full payment to Health Canada, doing so could potentially be a preference outside of a CCAA Proceeding.

B. Restructuring Efforts

Soliciting Sales and Investment Transactions

138. Between March and May 2025, AgraCity and NewAgco were working on a transaction with one of the largest grain companies in Canada and a large commercial farm operation in Saskatchewan. The proposed transaction would have provided a loan to NewAgco in the approximate amount of \$12 million, sufficient to meet its product delivery obligations in June 2025 (the "**Spring Transaction**"). Unfortunately, the Spring Transaction was not completed. I do believe that these two parties would continue to have interest in a SISP.

Attempting to Refinance the Genesis Entities

139. Concurrently with negotiating the Spring Transaction, AgraCity and the Genesis Entities were attempting a refinancing transaction (the "**Proposed Genesis Refinancing**"). The Proposed Genesis Refinancing sought to obtain increased funds from a remortgaging of the Belle Plaine Lands, in an amount sufficient to repay AgraCity's investment. Unfortunately, the Genesis Entities were unable to complete the Proposed Genesis Refinancing prior to the Applicants' overall cash position necessitating these CCAA

Proceedings. Nonetheless, a major focus of these CCAA Proceedings will be refinancing BDC or otherwise see the obligations owing to it satisfied in full.

Negotiating a New Supplier Agreement

140. In July 2025, AgraCity and NewAgco were able to enter into a credit agreement with a major overseas supplier to purchase up to \$5 million USD of product on revolving credit terms (the “**Supplier Credit**”).
141. This has allowed AgraCity to continue to source product for implementing the Reconciliation Protocol.

Reconciliation Protocol

142. Following the June Announcement and it securing the Supplier Credit, AgraCity leveraged its on-hand product inventory and the Supplier Credit and commenced the Reconciliation Protocol. As noted, the Reconciliation Protocol seeks to reimburse Reconciliation Creditors through replacement product.
143. AgraCity has reached agreements with Reconciliation Creditors to supply approximately \$24 million out of approximately \$32.4 million of affected orders with replacement product. AgraCity estimates that approximately ninety percent (90%) of contacted Reconciliation Creditors have agreed to accept replacement product.
144. The proposed Initial Order seeks to not include the name or address of any Reconciliation Creditor within the publicly available creditor list, to be prepared by the Monitor. The list of Reconciliation Creditors is, in effect, the Applicants’ master customer list. Divulging it in a public document will cause significant prejudice to the Applicants by allowing their competitors to “harvest” the list. For clarity, the Monitor will still deliver notices to the Reconciliation Creditors, but it will not be making their contact information public.
145. The Reconciliation Protocol is critical to maintaining goodwill with AgraCity’s customer base. As a result, I believe that it is crucial that AgraCity be permitted to continue to carry out the Reconciliation Protocol by contacting Reconciliation Creditors and attempting to negotiate a reconciliation with them. The alternative will lead to a potentially irrevocable erosion of value.

Short Term Loans

146. Throughout 2025, AgraCity has solicited and obtained approximately \$1,000,000 in short term loans to fund its working capital. These loans have been obtained from individuals, being my family members and friends. I have also provided short term loans to AgraCity.

Cash-Conservation Measures

147. The Applicants have also implemented the following cash-conservation measures:
- (a) downsizing their workforce from approximately 80 to 30 employees;
 - (b) winding down operations at the Humboldt Lands warehouse;
 - (c) closing the Lloydminster hub centre;
 - (d) relocating their head office to an existing AgraCity warehouse in Saskatoon, Saskatchewan;
 - (e) selling non-core assets to right-size asset base and reduce maintenance costs; and
 - (f) generally reducing operating expenses such as office supplies.

VII. CCAA PROCEEDINGS AND RELIEF SOUGHT

A. Urgent Need for CCAA Proceedings and Eligibility

148. The Applicants have debt in excess of \$5 million on a consolidated basis. They are insolvent and facing a liquidity crisis. The Applicants are unable to pay their obligations as they come due. Although the Stay LPs are not corporations nor parties to these CCAA Proceedings, they are inextricably linked with the Business. For these reasons, the Applicants and the Stay LPs cannot continue to operate as a going concern Business absent CCAA protection and the Stay of Proceedings.
149. The assistance of the Court and the supervision of the Monitor are necessary to avoid further deterioration of value and to ensure an efficient sale process is conducted for the Business that preserves and maximizes stakeholder value.
150. The Applicants understand that the Interim Lender is not willing to advance the Interim Facility (defined below) outside of a CCAA proceeding. The Interim Facility is necessary

to ensure the Applicants can access the liquidity necessary to meet their obligations in the normal course.

151. As set out above:

- (a) The Applicants are not able to meet their payroll obligations due today absent the receipt of interim financing. As a result, the Applicants will have to stop trading, resulting in significant loss of enterprise value to all stakeholders, including James, in the event that the Initial Order is not granted. The Applicants also require interim financing to purchase more supplies to continue operations.
- (b) The Genesis Entities are facing a receivership application that will erode enterprise value and result in a worse outcome for stakeholders. As set out above, the Genesis Entities' assets, including the Belle Plaine Lands, have much more value when combined with the balance of the Applicants, rather than being sold off piecemeal.
- (c) The Melville Lease landlord has threatened to take enforcement actions. I assume this means that we may be locked out. Allowing this lockout to proceed would be harmful to the Applicants' entire group of stakeholders.
- (d) Health Canada further threatening to cancel the Viking Registrations if future upcoming payments are not made. In Viking's circumstances, making such payment to Health Canada could potentially be considered a preference outside of CCAA Proceedings.

152. As a result of the foregoing, there is an urgent need for CCAA protection and, as discussed below, to run a SISP, potentially backstopped by a stalking horse purchaser, to create value for all of the Applicants' stakeholders, including lenders and Reconciliation Creditors, and to protect employment for the Applicants' employees.

B. Stay of Proceedings in Favour of the Applicants and Stay LPs

153. Given the challenges faced by the Applicants and Stay LPs described above, a stay of proceedings against the Applicants and Stay LPs is necessary to maintain the *status quo* and to provide the Applicants and Stay LPs time to stabilize the Business for the benefit of all stakeholders.

154. The Applicants are faced with extensive Litigation.

155. The Stay LPs are inextricably intertwined with the Genesis Entities and Business. BDC has commenced enforcement actions, and significant stakeholder value will be eroded while other creditors scramble to seize and sell assets for fear of losing out. The end result will likely be the disorderly liquidation of the Business and the minimization of stakeholder value. Such a scenario would harm stakeholders, employees, and the thousands of Canadian farmers who rely on the Business.
156. The Initial Order contemplates an initial Stay Period of ten (10) days, which I understand is the maximum length of time that can be authorized by a Court at an initial application under the CCAA.

C. Appointment of a Monitor

157. The proposed Initial Order contemplates that EY will act as Monitor for the Applicants. EY currently acts as the financial advisor to AgraCity, NewAgco, and Mpower. I understand that EY has consented to act as Monitor in the CCAA Proceedings if the proposed Initial Order is granted. A copy of EY's consent to act as Monitor is attached hereto as **Exhibit "22"**.
158. I understand that EY is a trustee within the meaning of section 2 of the *BIA* and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.
159. In preparing for this filing, EY has reviewed and assisted in the preparation of the Cash Flow Forecast and has provided guidance and assistance in the commencement of these CCAA Proceedings. In addition, EY is familiar with the operations of the company and its restructuring efforts to date due to it being retained by the Applicants noted above.

D. Administration Charge

160. The Applicants seek a super-priority charge over their Property (as defined in the Initial Order) in favour of the Monitor, counsel to the Monitor, and counsel to the Applicants (collectively, the **"Professionals Group"**), to secure payment of their professional fees and disbursements, whether incurred before or after the date of the Initial Order (the **"Administration Charge"**).
161. The proposed Administration Charge being sought in the Initial Order is for a maximum amount of \$500,000 to secure the payment of fees and expenses incurred in connection

with moving for the within relief sought and for the initial ten-day (10) period leading up to the Comeback Hearing. The Administration Charge is proposed to rank as a first-priority charge on the Property.

162. It is contemplated that the Professionals Group will have extensive involvement during the CCAA Proceedings. The Professionals Group have contributed and will continue to contribute to a restructuring of the Business and will ensure that there is no unnecessary duplication of roles amongst them.
163. Accordingly, I believe the quantum of the Administration Charge sought is reasonably necessary at this time to secure the professional fees of the Professionals Group.
164. The Interim Lender has advised that it supports the proposed quantum of the Administration Charge.

E. Approval of Interim Facility and Interim Lender's Charge

165. Under an Interim Financing Term Sheet to be entered into by the Applicants as borrowers, and the Interim Lender, as lender, subject to this Court's prior approval of the Initial Order (the "**Interim Financing Term Sheet**"), the Interim Lender has agreed to establish an interim financing facility (the "**Interim Facility**") in the maximum amount of \$4,200,000 for the Applicants to use during these CCAA Proceedings. I believe that the terms of the Interim Financing Term Sheet are commercially reasonable and competitive. A copy of the Interim Financing Term Sheet is attached as **Exhibit "23"**.
166. The material terms of the Interim Financing Term Sheet are set out below.

Interim Lender	2011329 Alberta Ltd.
Borrowers	The CCAA Entities
Maximum Amount	The Interim Facility is a credit facility in the maximum amount of \$4,200,000 (the " Interim Facility "), with a maximum of \$700,000 to be available to the Applicants during the Stay Period, to be distributed in advances, subject to the fulfillment of certain conditions set out in the Interim Financing Term Sheet.
Court Orders	All advances under the Interim Facility are subject to the condition precedent that an Initial Order be made and in full force and effect, in form and content substantially similar to the draft order included in the Applicants' application or otherwise acceptable to the Interim Lender, including the appointment of EY as Monitor.

Fees	The Applicants shall have paid a commitment fee of \$700,000 to the Interim Lender, which shall be paid from the proceeds of the first advance under the Interim Facility, made after the granting of the Initial Order.
Use of Proceeds	(i) to fund the fees and expenses incurred by the Professionals Group in respect of the CCAA proceeding; (ii) to fund the payment of interest pursuant to the Interim Facility; (iii) to finance agreed operating expenses, restructuring costs in the CCAA proceedings, and the agreed general corporate purposes of the Applicants, in each case as set out in the Cash Flow Forecast; and (iv) to fund such other costs and expenses as agreed to by the Interim Lender in writing.
Interest	Interest on the interim advances shall bear interest at a rate of 20% per annum. This interest shall be calculated daily on the daily closing principal balance pursuant to the Interim Financing Term Sheet and shall be payable monthly in arrears.
Interim Lender's Expenses	The Applicants shall pay all of the Interim Lender's expenses incurred in connection with the Interim Facility.
Interim Lender's Charge	The Interim Facility is to be secured by a Court-ordered priority charge, subject only to the Administration Charge, statutory super-priority liens for unpaid employee source deductions as required by law, and such other liens as may be agreed to in writing by the Interim Lender.

167. Based on, among other things, the Cash Flow Forecast, the Applicants believe that the Interim Facility is both reasonable and necessary for the Applicants to continue operations until the Comeback Hearing. I understand that the proposed Monitor is of the view that the quantum of the Interim Facility is reasonably necessary to maintain operations and the Business during the CCAA Proceedings.
168. The Applicants seek a super-priority charge in favour of the Interim Lender to secure the Interim Facility, up to the amount of \$700,000, plus interest and fees, for the Stay Period (the "**Interim Lender's Charge**"). The Interim Lender's Charge is proposed to rank second in priority, after the Administration Charge.
169. Importantly, the Interim Lender's Charge would be applied against both the Applicants' and the Stay LPs' property. I understand that the Interim Lender requires the Interim Lender's Charge to be applied against the Stay LP's property as a condition of extending the interim financing.

170. The Applicants consider the Interim Lender's Charge to be reasonable and necessary to finance their restructuring and normal course operations during the CCAA Proceedings.

F. Approval of Directors' and Officers' Charge

171. The following chart identifies the directors of the Applicants.

APPLICANT	DIRECTOR / MANAGER
AgraCity	Jason Mann, James Mann
Mpower	Jason Mann, James Mann
NewAgco	Jason Mann
CarbonTerra	Jason Mann
Agronomax	Jason Mann
2676	Jason Mann
Viking	Jason Mann
4752	Jason Mann
2497	Jason Mann
Catalyst	Jason Mann
Genesis Holdco	Jason Mann, Barrie Mann
Genesis Opco	Jason Mann, Barrie Mann
7148	Jason Mann, James Mann
FNA AgraCity	Jason Mann, James Mann

172. The Applicants seek a super-priority charge for their directors and officers to indemnify them against obligations and liabilities they may incur as directors or officers of the Applicants after the commencement of the CCAA Proceedings, except to the extent that the obligation incurred was a result of the director or officer's gross negligence or willful misconduct, to a maximum amount of \$250,000 (the "**D&O Charge**").
173. The D&O Charge shall rank third in priority, after the Administration Charge and the Interim Lender's Charge.
174. The directors and officers of the Applicants will be extensively involved in the CCAA Proceedings, and their continued involvement will be necessary to the success of the proceedings. Only the Genesis General Partners currently maintain management liability insurance (the "**Genesis D&O Insurance**"). The Genesis D&O Insurance is effective until May 26, 2026, is limited to \$2 million, and is subject to exclusions.

175. I am advised by the current officers and management of the Applicants that they are unwilling to remain in their positions with the Applicants if the D&O Charge is not granted. Without the directors, officer, and managers of the Applicants, the Business will be unable to operate and value for the stakeholders will not be preserved.
176. As such, the Applicants are of the view that the D&O Charge is necessary and that the quantum is reasonable in the circumstances.

G. Payment of Pre-Filing Indebtedness and Continuation of Reconciliation Protocol

177. Certain essential trade creditors of the Applicants have demanded that the Applicants pay their pre-filing indebtedness in full before they continue providing products or services. The products and services provided by these trade creditors are essential to maintain the Business as a going-concern during the CCAA Proceedings. The Applicants seek to pay the following entities for pre-filing indebtedness as follows, and to continue the Reconciliation Protocol, with the consent of the Monitor and the Interim Lender:

Entity	Indebtedness
Reconciliation Creditors	Approximately \$6 million
Key Suppliers	Approximately \$4 million
Health Canada	Approximately \$44,756

178. The Monitor is supportive of the proposed pre-filing indebtedness payments and has incorporated these payments into the Cash Flow Forecast.

H. Sealing Relief

179. The Applicants are asking that this Court seal the BP Appraisals until further order of this Court. The BP Appraisals are confidential documents that were prepared for the Genesis Entities' internal use.
180. There is a concern that making the BP Appraisals public will have a chilling effect on any SISF involving the Belle Plaine Lands and equipment, and that releasing the document will have a prejudicial impact that outweighs its value.

I. Relief to be Sought at the Comeback Hearing

181. If the Initial Order is granted, the Applicants propose to return to this Court for a Comeback Hearing on December 1, 2025 at 9:00 via WebEx.
182. At the Comeback Hearing, the Applicants intend to seek the Court's approval of the ARIO. For the benefit of this Court and the Applicants' stakeholders, this section highlights relief that the Applicants intend to seek at the Comeback Hearing.
183. The Applicants may seek additional relief if determined to be necessary or advisable in consultation with EY as the proposed Monitor.

Extension of Stay of Proceedings

184. The Applicants intend to seek an extension of the Stay Period as it applies to the Applicants and to the Stay LPs to February 27, 2026.

Approval of the SISP and Stalking Horse Bid

185. The Applicants, with the support of the Monitor, intend to present a SISP, including a stalking horse bid, for approval by this Court.

Increase the Court-Ordered Charges

186. The Applicants intend to seek to increase the quantum of the Interim Lender's Charge to \$4,200,000 plus fees, costs and expenses, and to increase approved borrowings under the Interim Facility to \$4,200,000 to reflect the additional work to be undertaken during the CCAA Proceedings, and the further interim financing needed for the duration of the CCAA Proceedings.
187. The Applicants also intend to seek an increase to the quantum of the Administration Charge to \$1,000,000. No increase to the D&O Charge will be sought in the ARIO.

Approval of Enhanced Monitor's Powers

188. The Applicants intend to seek approval of enhanced powers of the Monitor at the Comeback Hearing, including permitting the Monitor to:
 - (a) oversee and engage in the design, implementation and execution of a SISP for the sale of some or all of the Business of the Applicants;

- (b) oversee and engage in the preparation and dissemination of financial and other information of the Applicants as required in furtherance of the SISP; and
- (c) report to, meet, discuss, and share information with interested parties on all matters relating to the Business and Property in furtherance of the SISP.

189. The Applicants are of the view that these enhanced powers are necessary to ensure that the Monitor, if appointed, is able to negotiate, implement and carry out a SISP for the benefit of the Applicants and their stakeholders.

VIII. CONCLUSION

190. In consultation with the Applicants' professional advisors, I believe that the proposed Initial Order is in the best interests of the Applicants and their stakeholders. The Stay Period and the Interim Facility will allow the Applicants to continue ordinary course operations, while continuing to negotiate and prepare a SISP. Without the Stay Period and approval of the Interim Facility, the Applicants will be unable to meet their obligations as they become due and they will be forced to discontinue operations. This would be detrimental to the value of the Business, and in turn, the interests of the Applicants' stakeholders and customers.

191. I swear this affidavit in support of the Applicants' application for an Initial Order pursuant to the CCAA and the application for the ARIO and for no other purpose.

SWORN BEFORE ME at Regina, in the)
Province of Saskatchewan *via electronic*)
means, this 25th day of November 2025.)

Daniel Cherian

A COMMISSIONER OF OATHS for
Saskatchewan,
Being a Solicitor.)



Jasort Mann

Exhibit "1" to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor



Entity Number: 101109709

Page 1 of 4

Entity Name: AGRACITY CROP & NUTRITION LTD.

Report Date: 09-Jun-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	21-Sep-2007
Annual Return Due Date	31-Oct-2025
Nature of Business	SALES AND DISTRIBUTION OF AGRICULTURE INPUT PRODUCTS
MRAS indicator	No

Registered Office Addresses

Physical Address	320-22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K 0H1
Mailing Address	AGRACITY CROP & NUTRITION LTD., #600, 2103- 11TH AVENUE, #600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8

Directors/Officers**JASON MANN (Officer)****Effective Date:** 24-Feb-2009Physical Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1Mailing Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1

Office Held: PRESIDENT

JAMES MANN (Officer)**Effective Date:** 24-Feb-2009Physical Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8Mailing Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Office Held: SECRETARY/TREASURER



Entity Number: 101109709

Page 2 of 4

Entity Name: AGRACITY CROP & NUTRITION LTD.

Report Date: 09-Jun-2025

JASON MANN (Director)**Effective Date:****22-Sep-2007**

Physical Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1

Mailing Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1

JAMES MANN (Director)**Effective Date:****22-Sep-2007**

Physical Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Mailing Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JAMES MANN	218 BRABANT COURT, SASKATOON, SK, CANADA, S7J4Y8	A COM	50
JASON MANN	1131 - 13TH STREET EAST, SASKATOON, SK, CANADA, S7H0C1	A COM	50

Articles**Minimum Number of Directors: 1 Maximum Number of Directors: 12****Share Structure:**

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	Yes	Unlimited	
F PRE	Yes	Unlimited	
G PRE	No	Unlimited	
H PRE	No	Unlimited	



Entity Number: 101109709

Page 3 of 4

Entity Name: AGRACITY CROP & NUTRITION LTD.

Report Date: 09-Jun-2025

I PRE	No	Unlimited
J PRE	No	Unlimited

Previous Entity Names

Type	Name	Effective Until
Registered Name	101109709 SASKATCHEWAN LTD.	30-Mar-2008

Event History

Type	Date
Business Corporation - Annual Return	16-Oct-2024
Business Corporation - Annual Return	24-Oct-2023
Business Corporation - Annual Return	11-Oct-2022
Business Corporation - Annual Return	07-Oct-2021
Business Corporation - Annual Return	23-Nov-2020
Notice of Change of Registered Office/Mailing Address	23-Nov-2020
Notice of Resignation of Registered Office	24-Mar-2020
Business Corporation - Annual Return	24-Oct-2019
Business Corporation - Annual Return	25-Oct-2018
Business Corporation - Annual Return	23-Oct-2017
Business Corporation - Annual Return	24-Oct-2016
Business Corporation - Annual Return	20-Oct-2015
Notice of Change of Registered Office/Mailing Address	02-Jun-2015
Business Corporation - Annual Return	15-Oct-2014
Business Corporation - Annual Return	24-Oct-2013
Business Corporation - Annual Return	30-Oct-2012
Business Corporation - Annual Return	24-Oct-2011
Business Corporation - Annual Return	25-Oct-2010
Business Corporation - Annual Return	22-Oct-2009
Business Corporation - Annual Return	24-Feb-2009
Business Corporation - Amend Articles	31-Mar-2008
Notice of Shareholders	06-Mar-2008
Notice of Change of Directors/Officers	06-Mar-2008
Business Corporation - Incorporation	21-Sep-2007



Saskatchewan
Corporate Registry

048

Profile Report

Entity Number: 101109709

Page 4 of 4

Entity Name: AGRACITY CROP & NUTRITION LTD.

Report Date: 09-Jun-2025



Entity Number: 101161715

Page 1 of 3

Entity Name: MPOWER LOGISTICS LTD.

Report Date: 30-Sep-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	15-Apr-2010
Annual Return Due Date	31-May-2026
Nature of Business	LOGISTICS AND WAREHOUSE DISTRIBUTION
MRAS indicator	No

Registered Office Addresses

Physical Address	#600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8
Mailing Address	MPOWER LOGISTICS LTD., #600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8

Directors/Officers

JASON MANN (Officer)

Effective Date:

15-Jun-2010

Physical Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Mailing Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Office Held:

PRESIDENT & SECRETARY

JASON MANN (Director)

Effective Date:

01-May-2010

Physical Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Mailing Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1



Entity Number: 101161715

Page 2 of 3

Entity Name: MPOWER LOGISTICS LTD.

Report Date: 30-Sep-2025

JAMES MANN (Director)**Effective Date:****01-Jun-2011**

Physical Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Mailing Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JAMES MANN	320 - 22ND STREET EAST, SASKATOON, SK, CANADA, S7K0H1	A COM	50
JASON MANN	320 - 22ND STREET EAST, SASKATOON, SK, CANADA, S7K0H1	A COM	50

Articles**Minimum Number of Directors: 1 Maximum Number of Directors: 12****Share Structure:**

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	Yes	Unlimited	
F PRE	Yes	Unlimited	
G PRE	No	Unlimited	
H PRE	No	Unlimited	
I PRE	No	Unlimited	
J PRE	No	Unlimited	

Previous Entity Names



Entity Number: 101161715

Page 3 of 3

Entity Name: MPOWER LOGISTICS LTD.

Report Date: 30-Sep-2025

Type	Name	Effective Until
Registered Name	101161715 SASKATCHEWAN LTD.	10-Jun-2014

Event History

Type	Date
Business Corporation - Annual Return	29-May-2025
Business Corporation - Annual Return	27-May-2024
Business Corporation - Annual Return	26-May-2023
Business Corporation - Annual Return	27-May-2022
Business Corporation - Annual Return	23-Apr-2021
Notice of Change of Registered Office/Mailing Address	23-Apr-2021
Business Corporation - Restoral	24-Aug-2020
Notice of Resignation of Registered Office	06-Mar-2020
Business Corporation - Annual Return	22-May-2019
Business Corporation - Annual Return	24-May-2018
Business Corporation - Annual Return	30-May-2017
Business Corporation - Annual Return	27-May-2016
Business Corporation - Annual Return	25-May-2015
Business Corporation - Amend Articles	11-Jun-2014
Business Corporation - Annual Return	27-May-2014
Business Corporation - Annual Return	27-May-2013
Business Corporation - Annual Return	25-Sep-2012
Business Corporation - Annual Return	31-May-2011
Notice of Change of Directors/Officers	15-Jun-2010
Notice of Shareholders	15-Jun-2010
Business Corporation - Incorporation	15-Apr-2010



Entity Number: 101252421

Entity Name: NEWAGCO INC.

Page 1 of 3

Report Date: 30-Sep-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	28-Feb-2014
Annual Return Due Date	31-Mar-2026
Nature of Business	GENERIC PESTICIDE RESEARCH, DEVELOPMENT AND REGISTRATION
MRAS indicator	No

Registered Office Addresses

Physical Address	#200, 123 - 2ND AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K7E6
Attention To	BRENDAN S. TUMBACK
Mailing Address	101252421 SASKATCHEWAN LTD., #200, 123 - 2ND AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K7E6
Attention To	BRENDAN S. TUMBACK

Directors/Officers

JASON MANN (Officer)		Effective Date:	04-Sep-2015
Physical Address:	320 - 22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0H1		
Mailing Address:	320 - 22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0H1	Office Held:	PRESIDENT & SECRETARY/TREASURER



Entity Number: 101252421

Page 2 of 3

Entity Name: NEWAGCO INC.

Report Date: 30-Sep-2025

JASON MANN (Director)**Effective Date:****01-Apr-2015**

Physical Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Mailing Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JASON MANN	320 - 22ND STREET EAST, SASKATOON, SK, CANADA, S7K0H1	A COM	50

Articles**Minimum Number of Directors: 1 Maximum Number of Directors: 12****Share Structure:**

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	50
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	Yes	Unlimited	
F PRE	Yes	Unlimited	
G PRE	No	Unlimited	
H PRE	No	Unlimited	
I PRE	No	Unlimited	
J PRE	No	Unlimited	

Previous Entity Names

Type	Name	Effective Until
Registered Name	101252421 SASKATCHEWAN LTD.	04-Sep-2015



Entity Number: 101252421

Page 3 of 3

Entity Name: NEWAGCO INC.

Report Date: 30-Sep-2025

Event History

Type	Date
Business Corporation - Annual Return	25-Mar-2025
Notice of Change of Registered Office/Mailing Address	18-Feb-2025
Business Corporation - Annual Return	25-Mar-2024
Business Corporation - Annual Return	20-Mar-2023
Business Corporation - Annual Return	09-Mar-2022
Business Corporation - Annual Return	18-Mar-2021
Business Corporation - Annual Return	16-Apr-2020
Business Corporation - Annual Return	20-Mar-2019
Business Corporation - Annual Return	15-Mar-2018
Business Corporation - Annual Return	22-Mar-2017
Business Corporation - Annual Return	23-Mar-2016
Business Corporation - Amend Articles	04-Sep-2015
Notice of Change of Directors/Officers	04-Sep-2015
Notice of Shareholders	04-Sep-2015
Notice of Change of Registered Office/Mailing Address	16-Jun-2015
Business Corporation - Annual Return	27-Mar-2015
Business Corporation - Incorporation	28-Feb-2014

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

Date of Search: 2025/11/17
Time of Search: 03:50 PM
Search provided by: MILLER THOMSON LLP - CALGARY
Service Request Number: 45882319
Customer Reference Number: 0138413.0073

Corporate Access Number: 2023658749
Business Number: 784607004
Legal Entity Name: CARBONTERRA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2021/08/04 YYYY/MM/DD

Registered Office:

Street: 2700, 225 - 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P1N2

Email Address: CORPORATESERVICESCALGARY@OSLER.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
ROSS	NEAL		OSLER, HOSKIN & HARCOURT LLP	2700, 225 - 6TH AVENUE SW	CALGARY	ALBERTA	T2P1N2	CORPORATESERVICESCALGARY@OSLER.COM

Directors:

Last Name: MANN
First Name: JASON
Street/Box Number: 1131 - 13TH STREET
City: SASKATOON
Province: SASKATCHEWAN
Postal Code: S7H0C1

Voting Shareholders:

Last Name: NEWAGCO INC.
Street: 320 - 22ND STREET EAST
City: SASKATOON
Province: SASKATCHEWAN
Postal Code: S7K0H1
Percent Of Voting Shares: 100

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments**

Share Structure: SEE SCHEDULE
Share Transfers Restrictions: SEE SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2024	2024/08/28

Outstanding Returns:

Annual returns are outstanding for the 2025 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/08/04	Incorporate Alberta Corporation
2021/08/04	Update Business Number Legal Entity
2024/08/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/08/04
Restrictions on Share Transfers	ELECTRONIC	2021/08/04
Other Rules or Provisions	ELECTRONIC	2021/08/04

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2025-11-17 8:34 AM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
AGRONOMAX Farm Management Solutions Inc.		
Corporation number	1087126-5	Numéro de société ou d'organisation
Business number	746403088RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
Canada Business Corporations Act (CBCA) - 2018-07-04		
Loi canadienne sur les sociétés par actions (LCSA) - 2018-07-04		
Status	Statut	
Active		
Active		

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
#600 - 2103 11th Avenue Regina SK S4P 3Z8 Canada	

ANNUAL FILINGS				DÉPÔTS ANNUELS			
Anniversary date (MM-DD)		07-04		(MM-JJ) Date anniversaire			
Filing period (MM-DD)		07-04 to/au 09-02		(MM-JJ) Période de dépôt			
Status of annual filings				Statut des dépôts annuels			
				Overdue	2025	En retard	
				Filed	2024	Déposé	
				Filed	2023	Déposé	
Date of last annual meeting (YYYY-MM-DD)		2024-07-30		(AAAA-MM-JJ) Date de la dernière assemblée annuelle			
Type							
Non-distributing corporation with 50 or fewer shareholders							
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins							

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Jason Mann	320 - 22nd Street East, Regina SK S7K 0H1, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2024-08-21	(AAAA-MM-JJ) Dernière mise à jour
Current	1	Actuel
Jason Mann		
Type of interest or control	320 22 Street East, Saskatoon, Saskatchewan, S7K 0H1, Canada Owns, controls or directs 25% or more of shares / Possède, contrôle ou gère 25 % ou plus des actions	Type d'intérêt ou de contrôle
This individual holds the shares	Directly Directement	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Individually Individuellement	Ce particulier possède un contrôle important de la société
This individual holds	More than 75% of the shares Plus de 75 % des actions	Ce particulier détient
Start date (YYYY-MM-DD)	2018-07-04	(AAAA-MM-JJ) Date de début

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination	
2018-07-04 to present / à maintenant	AGRONOMAX Farm Management Solutions Inc.	
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation	2018-07-04	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés	

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2025-11-17 8:43 AM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	14492676 Canada Inc.	
Corporation number	1449267-6	Numéro de société ou d'organisation
Business number	755380342RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2022-10-31	
	Loi canadienne sur les sociétés par actions (LCSA) - 2022-10-31	
Status	Statut	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
525 - 8th Avenue SW, 43rd Floor Calgary AB T2P 1G1 Canada	

ANNUAL FILINGS				DÉPÔTS ANNUELS	
Anniversary date (MM-DD)		10-31		(MM-JJ) Date anniversaire	
Filing period (MM-DD)		10-31 to/au 12-30		(MM-JJ) Période de dépôt	
Status of annual filings				Statut des dépôts annuels	
		Due to be filed	2025	Dépôt dû	
		Filed	2024	Déposé	
		Filed	2023	Déposé	
Date of last annual meeting (YYYY-MM-DD)		2024-10-31		(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type				Type	
Non-distributing corporation with 50 or fewer shareholders					
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins					

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Jason Mann		1131 - 13th Street, Saskatoon SK S7H 0C1, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2025-05-23	(AAAA-MM-JJ) Dernière mise à jour
Current	1	Actuel
Jason Mann		
Type of interest or control	1131 - 13 Street, Saskatoon, Saskatchewan, S7H 0C1, Canada Owns, controls or directs 25% or more of shares / Possède, contrôle ou gère 25 % ou plus des actions	Type d'intérêt ou de contrôle
This individual holds the shares	Directly Directement	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Individually Individuellement	Ce particulier possède un contrôle important de la société
This individual holds	More than 75% of the shares Plus de 75 % des actions	Ce particulier détient
Start date (YYYY-MM-DD)	2022-10-31	(AAAA-MM-JJ) Date de début

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination	
2022-10-31 to present / à maintenant	14492676 Canada Inc.	
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation	2022-10-31	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés	

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Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2025-10-31 2:40 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	Viking Crop Production Partners Inc.	
Corporation number	1449277-3	Numéro de société ou d'organisation
Business number	755365145RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2022-10-31	
	Loi canadienne sur les sociétés par actions (LCSA) - 2022-10-31	
Status	Statut	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
525 - 8th Avenue SW, 43rd Floor Calgary AB T2P 1G1 Canada	

ANNUAL FILINGS				DÉPÔTS ANNUELS			
Anniversary date (MM-DD)		10-31		(MM-JJ) Date anniversaire			
Filing period (MM-DD)		10-31 to/au 12-30		(MM-JJ) Période de dépôt			
Status of annual filings				Statut des dépôts annuels			
				Due to be filed	2025	Dépôt dû	
				Filed	2024	Déposé	
				Filed	2023	Déposé	
Date of last annual meeting (YYYY-MM-DD)		2024-10-31		(AAAA-MM-JJ) Date de la dernière assemblée annuelle			
Type							
Non-distributing corporation with 50 or fewer shareholders							
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins							

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Jason Mann		1131 - 13th Street, Saskatoon SK S7H 0C1, Canada

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2025-05-23	(AAAA-MM-JJ) Dernière mise à jour
Current	1	Actuel
Jason Mann		
Type of interest or control	1131 - 13 Street, Saskatoon, Saskatchewan, S7H 0C1, Canada Owns, controls or directs 25% or more of shares / Possède, contrôle ou gère 25 % ou plus des actions	Type d'intérêt ou de contrôle
This individual holds the shares	Indirectly Indirectement	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Individually Individuellement	Ce particulier possède un contrôle important de la société
This individual holds	More than 75% of the shares Plus de 75 % des actions	Ce particulier détient
Start date (YYYY-MM-DD)	2022-10-31	(AAAA-MM-JJ) Date de début

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2022-10-31 to / à 2022-11-07 2022-11-07 to present / à maintenant		Viking Corp Production Partners Inc. Viking Crop Production Partners Inc.
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2022-10-31	Certificat de constitution en société
Certificate of Amendment	2022-11-07	Certificat de modification
Amendment details: Corporate name		Renseignements concernant les modifications aux statuts : Dénomination sociale
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

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Entity Number: 101114752

Page 1 of 3

Entity Name: 101114752 SASKATCHEWAN LTD.

Report Date: 30-Sep-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	23-Jan-2008
Annual Return Due Date	28-Feb-2026
Nature of Business	HOLDING COMPANY
MRAS indicator	No

Registered Office Addresses

Physical Address	320 - 22ND STREET EAST., SASKATOON, Saskatchewan, Canada, S7K 0H1
Attention To	JASON MANN
Mailing Address	101114752 SASKATCHEWAN LTD., 320 - 22ND STREET EAST., SASKATOON, Saskatchewan, Canada, S7K 0H1
Attention To	JASON MANN

Directors/Officers

JAMES MANN (Officer)		Effective Date:	27-Mar-2008
Physical Address:	218 BRABANT COURT, SASKATOON, Saskatchewan, Canada, S7J4Y8		
Mailing Address:	218 BRABANT COURT, SASKATOON, Saskatchewan, Canada, S7J4Y8	Office Held:	SECRETARY/TREASURER
JASON MANN (Officer)		Effective Date:	27-Mar-2008
Physical Address:	320 - 22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0H1		
Mailing Address:	320 - 22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0H1	Office Held:	PRESIDENT



Entity Number: 101114752

Page 2 of 3

Entity Name: 101114752 SASKATCHEWAN LTD.

Report Date: 30-Sep-2025

JASON MANN (Director)**Effective Date:****25-Mar-2008**

Physical Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Mailing Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
101256298 SASKATCHEWAN LTD.	#600, 2103 - 11TH AVENUE, REGINA, SK, CANADA, S4P3Z8	CLASS A	50
101256299 SASKATCHEWAN LTD.	#600, 2103 - 11TH AVENUE, REGINA, SK, CANADA, S4P3Z8	CLASS A	50

Articles**Minimum Number of Directors: 1 Maximum Number of Directors: 10****Share Structure:**

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A	Yes	Unlimited	100
CLASS B	Yes	Unlimited	
CLASS C	No	Unlimited	
CLASS D	No	Unlimited	
CLASS E	Yes	Unlimited	
CLASS F	No	Unlimited	
CLASS G	Yes	Unlimited	

Event History

Type	Date
Business Corporation - Restoral	30-Dec-2024
Notice of Resignation of Registered Office	06-Mar-2020
Business Corporation - Annual Return	27-Feb-2020



Entity Number: 101114752

Page 3 of 3

Entity Name: 101114752 SASKATCHEWAN LTD.

Report Date: 30-Sep-2025

Business Corporation - Annual Return	19-Feb-2019
Business Corporation - Annual Return	21-Feb-2018
Business Corporation - Annual Return	22-Feb-2017
Business Corporation - Annual Return	24-Feb-2016
Notice of Change of Registered Office/Mailing Address	11-Jun-2015
Business Corporation - Annual Return	25-Feb-2015
Business Corporation - Annual Return	24-Feb-2014
Business Corporation - Annual Return	25-Feb-2013
Business Corporation - Annual Return	27-Feb-2012
Business Corporation - Annual Return	25-Feb-2011
Business Corporation - Annual Return	26-Feb-2010
Business Corporation - Annual Return	23-Feb-2009
Notice of Shareholders	27-Mar-2008
Notice of Change of Directors/Officers	27-Mar-2008
Notice of Change of Registered Office/Mailing Address	26-Mar-2008
Notice of Change of Directors/Officers	26-Mar-2008
Business Corporation - Incorporation	23-Jan-2008



Entity Number: 101072497

Page 1 of 3

Entity Name: 101072497 SASKATCHEWAN LTD.

Report Date: 20-Oct-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	11-Jul-2005
Annual Return Due Date	31-Aug-2026
Nature of Business	HOLDING COMPANY
MRAS indicator	No

Registered Office Addresses

Physical Address	#200, 123 - 2ND AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K7E6
Attention To	BRENDAN S. TUMBACK
Mailing Address	101072497 SASKATCHEWAN LTD., #200, 123 - 2ND AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K7E6
Attention To	BRENDAN S. TUMBACK

Directors/Officers

JASON MANN (Officer)		Effective Date:	29-Aug-2007
Physical Address:	1131 - 13TH STREET EAST, SASKATOON, Saskatchewan, Canada, S7H0C1		
Mailing Address:	1131 - 13TH STREET EAST, SASKATOON, Saskatchewan, Canada, S7H0C1	Office Held:	PRESIDENT & SECRETARY/TREASURER
JASON MANN (Director)		Effective Date:	21-Mar-2006
Physical Address:	1131 - 13TH STREET EAST, SASKATOON, Saskatchewan, Canada, S7H0C1		
Mailing Address:	1131 - 13TH STREET EAST, SASKATOON, Saskatchewan, Canada, S7H0C1		



Entity Number: 101072497

Page 2 of 3

Entity Name: 101072497 SASKATCHEWAN LTD.

Report Date: 20-Oct-2025

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JASON MANN	1131 - 13TH STREET EAST, SASKATOON, SK, CANADA, S7H0C1	A COM	100

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 12

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	Yes	Unlimited	
F PRE	Yes	Unlimited	
G PRE	No	Unlimited	
H PRE	No	Unlimited	
I PRE	No	Unlimited	
J PRE	No	Unlimited	

Event History

Type	Date
Business Corporation - Annual Return	25-Aug-2025
Business Corporation - Annual Return	26-Aug-2024
Business Corporation - Annual Return	17-Aug-2023
Business Corporation - Annual Return	15-Aug-2022
Business Corporation - Annual Return	26-Aug-2021
Business Corporation - Annual Return	24-Aug-2020
Business Corporation - Annual Return	26-Aug-2019
Business Corporation - Annual Return	15-Aug-2018
Business Corporation - Annual Return	29-Aug-2017



Entity Number: 101072497

Page 3 of 3

Entity Name: 101072497 SASKATCHEWAN LTD.

Report Date: 20-Oct-2025

Business Corporation - Annual Return	20-Aug-2016
Business Corporation - Annual Return	24-Aug-2015
Notice of Change of Registered Office/Mailing Address	26-May-2015
Business Corporation - Annual Return	26-Aug-2014
Business Corporation - Annual Return	27-Aug-2013
Business Corporation - Annual Return	27-Aug-2012
Business Corporation - Annual Return	23-Aug-2011
Business Corporation - Annual Return	26-Aug-2010
Business Corporation - Annual Return	20-Aug-2009
Business Corporation - Annual Return	25-Aug-2008
Business Corporation - Annual Return	29-Aug-2007
Business Corporation - Annual Return	30-Aug-2006
Notice of Change of Directors/Officers	23-Mar-2006
Notice of Change of Registered Office/Mailing Address	08-Sep-2005
Business Corporation - Incorporation	11-Jul-2005

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

Date of Search: 2025/10/31
 Time of Search: 09:56 AM
 Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
 Service Request Number: 45767069
 Customer Reference Number:

Corporate Access Number: 2023684422
Business Number: 782484604
Legal Entity Name: CATALYST TECHNOLOGIES LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2021/08/16 YYYY/MM/DD

Registered Office:

Street: 2700, 225 - 6TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P1N2

Email Address: CORPORATESERVICESCARGARY@OSLER.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
ROSS	NEAL		OSLER, HOSKIN & HARCOURT LLP	2700, 225 - 6TH AVENUE SW	CALGARY	ALBERTA	T2P1N2	CORPORATESERVICESCARGARY@OSLER.COM

Directors:

Last Name: MANN
First Name: JASON
Street/Box Number: 1131 - 13TH STREET
City: SASKATOON
Province: SASKATCHEWAN
Postal Code: S7H0C1

Voting Shareholders:

Last Name: MANN
First Name: JASON
Street: 1131 - 13TH STREET
City: SASKATOON
Province: SASKATCHEWAN
Postal Code: S7H0C1

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE

Share Transfers Restrictions: SEE SCHEDULE

Min Number Of Directors: 1

Max Number Of Directors: 9

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: SEE SCHEDULE

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2024	2024/08/28

Outstanding Returns:

Annual returns are outstanding for the 2025 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/08/16	Incorporate Alberta Corporation
2021/08/16	Update Business Number Legal Entity
2024/08/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/08/16
Restrictions on Share Transfers	ELECTRONIC	2021/08/16
Other Rules or Provisions	ELECTRONIC	2021/08/16

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD) 2025-10-17 9:21 AM (AAAA-MM-JJ) Date et heure du Profil corporatif

CORPORATE INFORMATION

RENSEIGNEMENTS CORPORATIFS

Corporate name

Dénomination

Genesis Grain & Fertilizer GP Inc.

Corporation number

901771-2

Numéro de société ou d'organisation

Business number

837752799RC0001

Numéro d'entreprise

Governing legislation

Régime législatif

Canada Business Corporations Act (CBCA) - 2014-09-12
Loi canadienne sur les sociétés par actions (LCSA) - 2014-09-12

Status

Statut

Active

Active

REGISTERED OFFICE ADDRESS

ADRESSE DU SIÈGE

#600, 2103- 11th Avenue
Regina SK S4P 3Z8
Canada

ANNUAL FILINGS

DÉPÔTS ANNUELS

Anniversary date (MM-DD)

09-12

(MM-JJ) Date anniversaire

Filing period (MM-DD)

09-12 to/au 11-11

(MM-JJ) Période de dépôt

Status of annual filings

Statut des dépôts annuels

Due to be filed	2025	Dépôt dû
Filed	2024	Déposé
Filed	2023	Déposé

Date of last annual meeting (YYYY-MM-DD)

2024-08-30

(AAAA-MM-JJ) Date de la dernière assemblée annuelle

Type

Type

Non-distributing corporation with 50 or fewer shareholders

Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	3	Nombre actuel
Barrie Mann	2-101 Central Ave N, Swift Current SK S9H 0H9, Canada	
Terry Drabiuk	547 Wright Terrace, Saskatoon SK S7N 4T7, Canada	
Jason Mann	1131 13th Street, Saskatoon SK S7H 0C1, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2024-10-31	(AAAA-MM-JJ) Dernière mise à jour
Current	3	Actuel
Barrie Mann		
Type of interest or control	2 - 101 Central Ave N, Swift Current, Saskatchewan, S9H 0K9, Canada Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2014-09-12	(AAAA-MM-JJ) Date de début
Terry Drabiuk		
Type of interest or control	547 Wright Terrace, Saskatoon, Saskatchewan, S7N 4T7, Canada Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2014-09-12	(AAAA-MM-JJ) Date de début
Jason Mann		
Type of interest or control	1131 13 St E, Saskatoon, Saskatchewan, S7H 0C1, Canada Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2014-09-12	(AAAA-MM-JJ) Date de début

CORPORATE HISTORY		HISTORIQUE CORPORATIF	
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination	
2014-09-12 to present / à maintenant		Genesis Grain & Fertilizer GP Inc.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation		2014-09-12	Certificat de constitution en société
Certificate of Amendment		2021-01-20	Certificat de modification
Amendment details:		Renseignements concernant les modifications aux statuts :	
Province or Territory of Registered Office		Province ou territoire du siège social	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés	

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Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD) 2025-10-17 9:23 AM (AAAA-MM-JJ) Date et heure du Profil corporatif

CORPORATE INFORMATION

RENSEIGNEMENTS CORPORATIFS

Corporate name

Dénomination

Genesis Operating GP Inc.

Corporation number

902961-3

Numéro de société ou d'organisation

Business number

835958794RC0001

Numéro d'entreprise

Governing legislation

Régime législatif

Canada Business Corporations Act (CBCA) - 2014-09-24
Loi canadienne sur les sociétés par actions (LCSA) - 2014-09-24

Status

Statut

Active

Active

REGISTERED OFFICE ADDRESS

ADRESSE DU SIÈGE

#600, 2103- 11th Avenue
Regina SK S4P 3Z8
Canada

ANNUAL FILINGS

DÉPÔTS ANNUELS

Anniversary date (MM-DD)

09-24

(MM-JJ) Date anniversaire

Filing period (MM-DD)

09-24 to/au 11-23

(MM-JJ) Période de dépôt

Status of annual filings

Statut des dépôts annuels

Due to be filed	2025	Dépôt dû
Filed	2024	Déposé
Filed	2023	Déposé

Date of last annual meeting (YYYY-MM-DD)

2024-08-31

(AAAA-MM-JJ) Date de la dernière assemblée annuelle

Type

Type

Non-distributing corporation with 50 or fewer shareholders

Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	3	Nombre actuel
Jason Mann	1131 - 13th Street East, Saskatoon SK S7H 0C1, Canada	
Terry Drabiuk	547 Wright Terrace, Saskatoon SK S7N 4T7, Canada	
Barrie Mann	2-101 Central Ave N, Swift Current SK S9H 0H9, Canada	

INDIVIDUALS WITH SIGNIFICANT CONTROL		PERSONNES AYANT UN CONTRÔLE IMPORTANT
Last updated (YYYY-MM-DD)	2024-11-01	(AAAA-MM-JJ) Dernière mise à jour
Current	3	Actuel
Barrie Mann		
Type of interest or control	2 - 1101 Central Ave N, Swift Current, Saskatchewan, S9H 4Z2, Canada Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2014-09-24	(AAAA-MM-JJ) Date de début
Terry Drabiuk		
Type of interest or control	547 Wright Terrace, Saskatoon, Saskatchewan, S7N 4T7, Canada Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2014-09-24	(AAAA-MM-JJ) Date de début
Jason Mann		
Type of interest or control	1131 13 St E, Saskatoon, Saskatchewan, S7H 0C1, Canada Has control in fact over the corporation without owning any shares / Ne détient pas d'actions, mais exerce un contrôle de fait sur la société	Type d'intérêt ou de contrôle
This individual holds the shares	Not applicable / Sans objet	Ce particulier détient les actions
This individual is an individual with significant control over the corporation	Not applicable / Sans objet	Ce particulier possède un contrôle important de la société
This individual holds	Not applicable / Sans objet	Ce particulier détient
Start date (YYYY-MM-DD)	2014-09-24	(AAAA-MM-JJ) Date de début

CORPORATE HISTORY		HISTORIQUE CORPORATIF	
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination	
2014-09-24 to / à 2015-02-09 2015-02-09 to present / à maintenant		Genesis Holding GP Inc. Genesis Operating GP Inc.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation		2014-09-24	Certificat de constitution en société
Certificate of Amendment		2015-02-09	Certificat de modification
Amendment details:			Renseignements concernant les modifications aux statuts :
Corporate name			Dénomination sociale
Certificate of Amendment		2021-01-20	Certificat de modification
Amendment details:			Renseignements concernant les modifications aux statuts :
Province or Territory of Registered Office			Province ou territoire du siège social
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés	

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.



Entity Number: 101187148

Page 1 of 3

Entity Name: 101187148 SASKATCHEWAN LTD.

Report Date: 14-Nov-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	28-Jun-2011
Annual Return Due Date	31-Jul-2026
Nature of Business	HOLDING COMPANY
MRAS indicator	No

Registered Office Addresses

Physical Address	#600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8
Mailing Address	101187148 SASKATCHEWAN LTD., #600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8

Directors/Officers**JASON MANN (Officer)****Effective Date:** 28-Jun-2011Physical Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1Mailing Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1

Office Held: PRESIDENT

JAMES MANN (Officer)**Effective Date:** 28-Jun-2011Physical Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8Mailing Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Office Held: SECRETARY/TREASURER



Entity Number: 101187148

Page 2 of 3

Entity Name: 101187148 SASKATCHEWAN LTD.

Report Date: 14-Nov-2025

JASON MANN (Director)**Effective Date:****28-Jun-2011**

Physical Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1

Mailing Address: 1131 - 13TH STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7H0C1

JAMES MANN (Director)**Effective Date:****28-Jun-2011**

Physical Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Mailing Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JAMES MANN	218 BRABANT COURT, SASKATOON, SK, CANADA, S7J4Y8	A COM	50
JASON MANN	1131 - 13TH STREET EAST, SASKATOON, SK, CANADA, S7H0C1	A COM	50

Articles**Minimum Number of Directors: 1 Maximum Number of Directors: 12****Share Structure:**

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	Yes	Unlimited	
F PRE	Yes	Unlimited	
G PRE	No	Unlimited	
H PRE	No	Unlimited	



Entity Number: 101187148

Page 3 of 3

Entity Name: 101187148 SASKATCHEWAN LTD.

Report Date: 14-Nov-2025

I PRE	No	Unlimited
J PRE	No	Unlimited

Event History

Type	Date
Business Corporation - Annual Return	29-Jul-2025
Business Corporation - Annual Return	25-Jul-2024
Business Corporation - Annual Return	26-Jul-2023
Business Corporation - Restoral	21-Jul-2022
Notice of Resignation of Registered Office	06-Mar-2020
Business Corporation - Annual Return	18-Jul-2019
Business Corporation - Annual Return	24-Jul-2018
Business Corporation - Annual Return	28-Jul-2017
Business Corporation - Annual Return	15-Aug-2016
Business Corporation - Annual Return	21-Jul-2015
Notice of Change of Registered Office/Mailing Address	26-May-2015
Business Corporation - Annual Return	28-Jul-2014
Business Corporation - Annual Return	30-Jul-2013
Business Corporation - Annual Return	26-Jul-2012
Notice of Shareholders	05-Jul-2011
Business Corporation - Incorporation	28-Jun-2011



Entity Number: 101119448

Page 1 of 3

Entity Name: FNA AGRACITY HOLDINGS LTD.

Report Date: 17-Nov-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	13-Mar-2008
Annual Return Due Date	30-Apr-2026
Nature of Business	Holding companies
MRAS indicator	No

Registered Office Addresses

Physical Address	#600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8
Mailing Address	FNA AGRACITY HOLDINGS LTD., #600, 2103- 11TH AVENUE, REGINA, Saskatchewan, Canada, S4P 3Z8

Directors/Officers

JASON MANN (Officer)

Effective Date: 14-May-2008

Physical Address:	320 - 22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0H1
Mailing Address:	320 - 22ND STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0H1

Office Held: PRESIDENT

JAMES MANN (Officer)

Effective Date: 14-May-2008

Physical Address:	218 BRABANT COURT, SASKATOON, Saskatchewan, Canada, S7J4Y8
Mailing Address:	218 BRABANT COURT, SASKATOON, Saskatchewan, Canada, S7J4Y8

Office Held: SECRETARY/TREASURER



Entity Number: 101119448

Page 2 of 3

Entity Name: FNA AGRACITY HOLDINGS LTD.

Report Date: 17-Nov-2025

JASON MANN (Director)**Effective Date:****14-Mar-2008**

Physical Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

Mailing Address: 320 - 22ND STREET EAST,
SASKATOON, Saskatchewan,
Canada, S7K0H1

JAMES MANN (Director)**Effective Date:****14-Mar-2008**

Physical Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Mailing Address: 218 BRABANT COURT,
SASKATOON, Saskatchewan,
Canada, S7J4Y8

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
JAMES MANN	218 BRABANT COURT, SASKATOON, SK, CANADA, S7J4Y8	A COM	50
JASON MANN	320 - 22ND STREET EAST, SASKATOON, SK, CANADA, S7K0H1	A COM	50

Articles**Minimum Number of Directors: 1 Maximum Number of Directors: 12****Share Structure:**

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	Yes	Unlimited	
F PRE	Yes	Unlimited	
G PRE	No	Unlimited	
H PRE	No	Unlimited	



Entity Number: 101119448

Page 3 of 3

Entity Name: FNA AGRACITY HOLDINGS LTD.

Report Date: 17-Nov-2025

I PRE	No	Unlimited
J PRE	No	Unlimited

Previous Entity Names

Type	Name	Effective Until
Registered Name	101119448 SASKATCHEWAN LTD.	26-Sep-2014
Registered Name	FNA AGRACITY HOLDINGS LTD.	30-Dec-2022

Event History

Type	Date
Business Corporation - Annual Return	25-Apr-2025
Business Corporation - Annual Return	18-Apr-2024
Business Corporation - Restoral	30-Dec-2022
Notice of Resignation of Registered Office	24-Mar-2020
Business Corporation - Annual Return	18-Apr-2019
Business Corporation - Annual Return	20-Apr-2018
Business Corporation - Annual Return	21-Apr-2017
Business Corporation - Annual Return	25-Apr-2016
Notice of Change of Registered Office/Mailing Address	17-Jun-2015
Business Corporation - Annual Return	27-Apr-2015
Business Corporation - Amend Articles	26-Sep-2014
Business Corporation - Annual Return	24-Apr-2014
Business Corporation - Annual Return	25-Apr-2013
Business Corporation - Annual Return	24-Apr-2012
Business Corporation - Annual Return	27-Apr-2011
Business Corporation - Annual Return	29-Apr-2010
Business Corporation - Annual Return	27-Apr-2009
Notice of Shareholders	14-May-2008
Notice of Change of Directors/Officers	14-May-2008
Business Corporation - Incorporation	13-Mar-2008



File Summary

Registry No : 6995617
Entity Name : GENESIS G&F OPERATING LP

As of : 27-Oct-2025

Entity Name : GENESIS G&F OPERATING LP
Registry No : 6995617
Business No : 831966981MC0001
Current Status : Active

Entity Type : BUSINESS NAME
Entity Sub Type : LIMITED PARTNERSHIP

Registration Date : 25-Sep-2014
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 25-Sep-2026
Year of Last A/R - Renewal : 2023
Nature of Business : INVESTMENT AND/OR HOLDING COMPANY
NAICS Code : 551113

Places of Business :
Address : 320-22ND STREET EAST
City/Province : SASKATOON, SK
Country/Postal Code : CANADA, S7K 0H1

Mailing Address :
Name : MILLER THOMSON LLP
Address : #600, 2103 - 11TH AVENUE
City/Province : REGINA, SK
Country/Postal Code : CANADA, S4P 3Z8

General Partner :
Registry No : 6995242
Name : GENESIS OPERATING GP INC.
Address : #600, 2103- 11TH AVENUE
City/Province : REGINA, SK
Country/Postal Code : CANADA, S4P 3Z8

Name History :
Previous Name : GENESIS G&F OPERATING LP.
Date of Change : 10-Feb-2015
Previous Name : GENESIS G&F HOLDINGS LP
Date of Change : 04-Feb-2015
Previous Name : GENESIS G&F OPERATING LP
Date of Change : 04-Feb-2015

Event History :**Event****Date :****Filing Year :**

FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED

087

RENEWAL

08-Sep-2017 2017

EXPIRY

25-Sep-2020

RENEWAL (Filed on the Web)

10-Nov-2020 2020

RENEWAL (Filed on the Web)

11-Jul-2023 2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.



File Summary

Registry No : 6990038
Entity Name : GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP
As of : 17-Oct-2025

Entity Name : GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP
Registry No : 6990038
Business No : 836880997MC0001
Current Status : Active

Entity Type : BUSINESS NAME
Entity Sub Type : LIMITED PARTNERSHIP

Registration Date : 17-Sep-2014
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 17-Sep-2026
Year of Last A/R - Renewal : 2023
Nature of Business : FIELD CROP FARM
NAICS Code : 1119

Places of Business :
Address : 320-22ND STREET EAST
City/Province : SASKATOON, SK
Country/Postal Code : CANADA, S7K 0H1

Mailing Address :
Name :
Address : #600, 2103 - 11TH AVENUE
City/Province : REGINA, SK
Country/Postal Code : CANADA, S4P 3Z8

General Partner :
Registry No : 6990011
Name : GENESIS GRAIN & FERTILIZER GP INC.
Address : 2103 - 11TH AVENUE, SUITE 600
City/Province : REGINA, SK
Country/Postal Code : CANADA, S4P 3Z8

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
RENEWAL	08-Sep-2017	2017
EXPIRY	17-Sep-2020	
RENEWAL (Filed on the Web)	10-Nov-2020	2020
RENEWAL (Filed on the Web)	11-Jul-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to

be certain of information.

Exhibit “2” to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

CPP Registrations

NewAgco

As at November 25, 2025

Registration Number	Registrant Name	Product Name	Registration Status
29290	NEWAGCO INC	DISRUPTOR 360 GLYPHOSATE HERBICIDE	REGISTERED
29381	NEWAGCO INC	NEWAGCO GLYPHOSATE TECHNICAL	REGISTERED
29424	NEWAGCO INC	NEWAGCO CLODINAFOP-PROPARGYL HERBICIDE TECHNICAL	REGISTERED
29711	NEWAGCO INC	AURORA HERBICIDE	REGISTERED
29712	NEWAGCO INC	CHEM SPRAY CROP OIL CONCENTRATE	REGISTERED
29742	NEWAGCO INC	NEWAGCO FENOXAPROP-P-ETHYL HERBICIDE TECHNICAL	REGISTERED
30055	NEWAGCO INC	HELLCAT HERBICIDE	REGISTERED
30123	NEWAGCO INC	NEWAGCO IMAZETHAPYR TECHNICAL HERBICIDE	REGISTERED
30127	NEWAGCO INC	KAMIKAZE HERBICIDE	REGISTERED
30460	NEWAGCO INC	MPOWER 2,4-D ESTER 700 HERBICIDE	REGISTERED
30461	NEWAGCO INC	MPOWER MCPA AMINE 500	REGISTERED
30462	NEWAGCO INC	MPOWER MCPA ESTER 500	REGISTERED
30613	NEWAGCO INC	NEWAGCO GLUFOSINATE TECHNICAL	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
30761	NEWAGCO INC	GOOD HARVEST HERBICIDE AND CROP DESICCANT	REGISTERED
30944	NEWAGCO INC	MPOWER HELLCAT-I FENOXAPROP HERBICIDE	REGISTERED
30945	NEWAGCO INC.*	MPOWER R	REGISTERED
30964	NEWAGCO INC.*	MPOWER X	REGISTERED
31118	NEWAGCO INC.*	MPOWER PRO	REGISTERED
31325	NEWAGCO INC.*	MPOWER FLORASULAM HERBICIDE	REGISTERED
31987	NEWAGCO INC	BROMOXYNIL HEP TECHNICAL HERBICIDE	REGISTERED
31988	NEWAGCO INC	BROMOXYNIL OCT TECHNICAL HERBICIDE	REGISTERED
32312	NEWAGCO INC	NEWAGCO S-METOLACHLOR TECHNICAL	REGISTERED
32429	NEWAGCO INC	NEWAGCO AZOXYSTROBIN TECHNICAL	REGISTERED
32593	NEWAGCO INC	NEWAGCO DIQUAT TECHNICAL	REGISTERED
32614	NEWAGCO INC	MPOWER CLETHODIM HERBICIDE	REGISTERED
32615	NEWAGCO INC	TONTA ADJUVANT	REGISTERED
32664	NEWAGCO INC	NEWAGCO FLORASULAM TECHNICAL HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
32685	NEWAGCO INC	MPOWER BUCK M	REGISTERED
32783	NEWAGCO INC	NEWAGCO CLETHODIM TECHNICAL	REGISTERED
32817	NEWAGCO INC	DISRUPTOR 540 GLYPHOSATE HERBICIDE	REGISTERED
32851	NEWAGCO INC	INDEPENDENCE HERBICIDE	REGISTERED
32911	NEWAGCO INC	MPOWER BROMOXYNIL	REGISTERED
32912	NEWAGCO INC	MPOWER MCPA ESTER 600	REGISTERED
32926	NEWAGCO INC	NEWAGCO PYRACLOSTROBIN TECHNICAL	REGISTERED
32927	NEWAGCO INC	SPADE FUNGICIDE	REGISTERED
32938	NEWAGCO INC	NEWAGCO SPIRODICLOFEN TECHNICAL	REGISTERED
32945	NEWAGCO INC	DESTROYER 540 GLYPHOSATE HERBICIDE	REGISTERED
32951	NEWAGCO INC	NEWAGCO FLUROXYPYR TECHNICAL	REGISTERED
32952	NEWAGCO INC	FOXXY HERBICIDE	REGISTERED
32960	NEWAGCO INC	NEWAGCO METSULFURON TECHNICAL	REGISTERED
32994	NEWAGCO INC	NEWAGCO IMAZAMOX TECHNICAL	REGISTERED
32995	NEWAGCO INC	NINJA HERBICIDE	REGISTERED
32996	NEWAGCO INC	NEWAGCO BENTAZON TECHNICAL	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
32997	NEWAGCO INC	CLONE HERBICIDE	REGISTERED
33003	NEWAGCO INC	BATTLEFRONT HERBICIDE	REGISTERED
33011	NEWAGCO INC	BOA HERBICIDE	REGISTERED
33033	NEWAGCO INC	SAMURAI HERBICIDE	REGISTERED
33106	NEWAGCO INC	NEWAGCO CLOPYRALID TECHNICAL	REGISTERED
33114	NEWAGCO INC	CLOBBER HERBICIDE	REGISTERED
33142	NEWAGCO INC	NEWAGCO TRIBENURON-METHYL TECHNICAL	REGISTERED
33143	NEWAGCO INC	MPOWER EXTRA HERBICIDE	REGISTERED
33168	NEWAGCO INC	NEWAGCO CLODINAFOP HERBICIDE TECHNICAL	REGISTERED
33267	NEWAGCO INC	VICTUS HERBICIDE	REGISTERED
33333	NEWAGCO INC	NEWAGCO FLUCARBAZONE TECHNICAL	REGISTERED
33370	NEWAGCO INC	HIMALAYA HERBICIDE	REGISTERED
33374	NEWAGCO INC	NEWAGCO QUIZALOFOP TECHNICAL	REGISTERED
33380	NEWAGCO INC	EMPIRE ADJUVANT	REGISTERED
33399	NEWAGCO INC	BUCK HERBICIDE	REGISTERED
33409	NEWAGCO INC	NEWAGCO CLOMAZONE II TECHNICAL	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
33417	NEWAGCO INC	NEWAGCO FLUAZINAM TECHNICAL	REGISTERED
33442	NEWAGCO INC	EMPIRE II ADJUVANT	REGISTERED
33443	NEWAGCO INC	ASSASSIN II ADJUVANT	REGISTERED
33444	NEWAGCO INC	MPOWER ASSASSIN ADJUVANT	REGISTERED
33459	NEWAGCO INC	NEWAGCO THIFENSULFURON-METHYL TECHNICAL	REGISTERED
33481	NEWAGCO INC	QUIZ HERBICIDE	REGISTERED
33494	NEWAGCO INC	NEWAGCO BOSCALID TECHNICAL	REGISTERED
33520	NEWAGCO INC	MPOWER RX HERBICIDE	REGISTERED
33521	NEWAGCO INC	NEWAGCO ACETAMIPRID TECHNICAL	REGISTERED
33563	NEWAGCO INC	NEWAGCO CARFENTRAZONE-ETHYL TECHNICAL	REGISTERED
33574	NEWAGCO INC	RUMOUR HERBICIDE	REGISTERED
33578	NEWAGCO INC	RAMBO HERBICIDE	REGISTERED
33588	NEWAGCO INC	NEWAGCO METALAXYL-M TECHNICAL	REGISTERED
33592	NEWAGCO INC	NEWAGCO BROMOXYNIL OCTANOATE II TECHNICAL HERBICIDE	REGISTERED
33613	NEWAGCO INC	VICTUS 200 SN HERBICIDE	REGISTERED
33614	NEWAGCO INC	NEWAGCO GLYPHOSATE II TECHNICAL	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
33623	NEWAGCO INC	NEWAGCO TRIFLOXYSTROBIN TECHNICAL	REGISTERED
33716	NEWAGCO INC	REVENGE HERBICIDE	REGISTERED
33767	NEWAGCO INC	NEWAGCO 2,4-D TECHNICAL	REGISTERED
33772	NEWAGCO INC	NEWAGCO TRIFLURALIN TECHNICAL	REGISTERED
33807	NEWAGCO INC	QUASI FUNGICIDE	REGISTERED
33841	NEWAGCO INC	TRIFLURALIN 480 EC HERBICIDE	REGISTERED
33845	NEWAGCO INC	NEWAGCO 2,4-D ESTER TECHNICAL HERBICIDE	REGISTERED
33853	NEWAGCO INC	NEWAGCO METRIBUZIN TECHNICAL	REGISTERED
33857	NEWAGCO INC	NEWAGCO NICOSULFURON TECHNICAL HERBICIDE	REGISTERED
33860	NEWAGCO INC	NEWAGCO PENDIMETHALIN TECHNICAL	REGISTERED
33954	NEWAGCO INC	NEWAGCO FLUMETSULAM TECHNICAL HERBICIDE	REGISTERED
33994	NEWAGCO INC	NEWAGCO TEBUCONAZOLE TECHNICAL	REGISTERED
33995	NEWAGCO INC	TORNADO FUNGICIDE	REGISTERED
34012	NEWAGCO INC	NEWAGCO CLOQUINTOCET-MEXYL TECHNICAL	REGISTERED
34023	NEWAGCO INC	NEWAGCO DICAMBA TECHNICAL	REGISTERED
34024	NEWAGCO INC	AMMO HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34034	NEWAGCO INC	QUIZ II HERBICIDE	REGISTERED
34068	NEWAGCO INC	MPOWER AURORA CLODINA FOP 6NG	REGISTERED
34130	NEWAGCO INC	NEWAGCO METALAXYL TECHNICAL FUNGICIDE	REGISTERED
34134	NEWAGCO INC	NEWAGCO MCPA 2EH TECHNICAL	REGISTERED
34150	NEWAGCO INC	NEWAGCO PROPICONAZOLE TECHNICAL	REGISTERED
34156	NEWAGCO INC	MCPA ESTER 600 HERBICIDE	REGISTERED
34157	NEWAGCO INC	CLOBBER M HERBICIDE	REGISTERED
34159	NEWAGCO INC	NEWAGCO PROTHIOCONAZOLE TECHNICAL FUNGICIDE	REGISTERED
34173	NEWAGCO INC	CANUCK (R) HERBICIDE	REGISTERED
34191	NEWAGCO INC	NEWAGCO DIFENOCONAZOLE TECHNICAL	REGISTERED
34213	NEWAGCO INC	MODO FUNGICIDE	REGISTERED
34222	NEWAGCO INC	NEWAGCO GLUFOSINATE TECHNICAL II HERBICIDE	REGISTERED
34228	NEWAGCO INC	REVENUE FUNGICIDE	REGISTERED
34248	NEWAGCO INC	ACE HERBICIDE	REGISTERED
34249	NEWAGCO INC	NEWAGCO PINOXADEN TECHNICAL	REGISTERED
34300	NEWAGCO INC	NEWAGCO MCPA ESTER TECHNICAL HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34334	NEWAGCO INC	STALLION HERBICIDE	REGISTERED
34370	NEWAGCO INC	METEOR HERBICIDE	REGISTERED
34436	NEWAGCO INC	NEWAGCO PINOXADEN II TECHNICAL HERBICIDE	REGISTERED
34459	NEWAGCO INC	STALLION II HERBICIDE	REGISTERED
34504	NEWAGCO INC	ASTRAL ADJUVANT	REGISTERED
34506	NEWAGCO INC	DEUCE ADJUVANT	REGISTERED
34565	NEWAGCO INC	ACE II HERBICIDE	REGISTERED
34567	NEWAGCO INC	BATTLESTAR HERBICIDE	REGISTERED
34609	NEWAGCO INC	DEUCE II ADJUVANT	REGISTERED
34668	NEWAGCO INC	ACE 50 HERBICIDE	REGISTERED
34693	NEWAGCO INC	FUSARO FUNGICIDE	REGISTERED
34808	NEWAGCO INC	2,4-D ESTER 700 II HERBICIDE	REGISTERED
34858	NEWAGCO INC	OBEX SEED TREATMENT FUNGICIDE	REGISTERED
34911	NEWAGCO INC	NEWAGCO SULFENTRAZONE TECHNICAL II HERBICIDE	REGISTERED
34951	NEWAGCO INC	NEWAGCO PROTHIOCONAZOLE TECHNICAL II FUNGICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34981	NEWAGCO INC	NEWAGCO MESOTRIONE TECHNICAL HERBICIDE	REGISTERED
34992	NEWAGCO INC	MEZZO® HERBICIDE	REGISTERED
35031	NEWAGCO INC	NEWAGCO DELTAMETHRIN II TECHNICAL INSECTICIDE	REGISTERED
35048	NEWAGCO INC	RAMBLER FUNGICIDE	REGISTERED
35068	NEWAGCO INC	DECIMATE INSECTICIDE	REGISTERED
35090	NEWAGCO INC	2,4-D ESTER 700 III HERBICIDE	REGISTERED
35123	NEWAGCO INC	MET PRO HERBICIDE	REGISTERED
35204	NEWAGCO INC	NEWAGCO FLUDIOXONIL TECHNICAL	REGISTERED
35230	NEWAGCO INC	PROTÉGÉ SEED TREATMENT FUNGICIDE	REGISTERED
35249	NEWAGCO INC	THRONE II HERBICIDE	REGISTERED
35259	NEWAGCO INC	NEWAGCO CHLORANTRANILIPROLE TECHNICAL INSECTICIDE	REGISTERED
35276	NEWAGCO INC	SPADE II FUNGICIDE	REGISTERED
35283	NEWAGCO INC	NEWAGCO CYPERMETHRIN TECHNICAL INSECTICIDE	REGISTERED
35305	NEWAGCO INC	FOXXY PRO HERBICIDE	REGISTERED
35368	NEWAGCO INC	VERMIS INSECTICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
35375	NEWAGCO INC	FOXXY 333 HERBICIDE	REGISTERED
35382	NEWAGCO INC	MET PRO II HERBICIDE	REGISTERED
35486	NEWAGCO INC	NEWAGCO ETHALFLURALIN TECHNICAL HERBICIDE	REGISTERED
35507	NEWAGCO INC	NEWAGCO FLUMIOXAZIN TECHNICAL	REGISTERED
35513	NEWAGCO INC	FURY HERBICIDE	REGISTERED
35666	NEWAGCO INC	TARIAN₂ MD SEED TREATMENT FUNGICIDE	REGISTERED
35669	NEWAGCO INC	BOA PRO ADVANCE HERBICIDE	REGISTERED
35698	NEWAGCO INC	NEWAGCO SAFLUFENACIL TECHNICAL	REGISTERED
35718	NEWAGCO INC	AVENGER₂ FUNGICIDE	REGISTERED

Viking

As at November 25, 2025

Registration Number	Registrant Name	Product Name	Registration Status
34726	VIKING CROP PRODUCTION PARTNERS INC.	VIKING GLUFOSINATE HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34736	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CARFENTRAZONE HERBICIDE	REGISTERED
34737	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DICAMBA HERBICIDE	REGISTERED
34738	VIKING CROP PRODUCTION PARTNERS INC.	VIKING TRIBENURON HERBICIDE	REGISTERED
34739	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUCARBAZONE HERBICIDE	REGISTERED
34745	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CLETHODIM HERBICIDE	REGISTERED
34746	VIKING CROP PRODUCTION PARTNERS INC.	VIKING BROMOXNYL HERBICIDE	REGISTERED
34747	VIKING CROP PRODUCTION PARTNERS INC.	VIKING IMAZETHAPYR HERBICIDE	REGISTERED
34749	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CLODINAFOF HERBICIDE	REGISTERED
34752	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLORASULAM HERBICIDE	REGISTERED
34758	VIKING CROP PRODUCTION PARTNERS INC.	VIKING BENTAZON HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34759	VIKING CROP PRODUCTION PARTNERS INC.	VIKING QUIZALOFOP HERBICIDE	REGISTERED
34770	VIKING CROP PRODUCTION PARTNERS INC.	VIKING TEBUCONAZOLE FUNGICIDE	REGISTERED
34771	VIKING CROP PRODUCTION PARTNERS INC.	VIKING AZOXYSTROBIN FUNGICIDE	REGISTERED
34772	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PROPICONAZOLE FUNGICIDE	REGISTERED
34773	VIKING CROP PRODUCTION PARTNERS INC.	VIKING _____ DIFENOCONAZOLE FUNGICIDE	REGISTERED
34777	VIKING CROP PRODUCTION PARTNERS INC.	VIKING IMAZAMOX HERBICIDE	REGISTERED
34778	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUROXYPYR HERBICIDE	REGISTERED
34779	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CLOPYRALID HERBICIDE	REGISTERED
34787	VIKING CROP PRODUCTION PARTNERS INC.	VIKING 540 GLYPHOSATE HERBICIDE	REGISTERED
34789	VIKING CROP PRODUCTION PARTNERS INC.	VIKING METRIBUZIN HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34790	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DIQUAT HERBICIDE	REGISTERED
34791	VIKING CROP PRODUCTION PARTNERS INC.	VIKING NAVIK HERBICIDE	REGISTERED
34792	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RISOR HERBICIDE	REGISTERED
34794	VIKING CROP PRODUCTION PARTNERS INC.	VIKING TROMSO FUNGICIDE	REGISTERED
34795	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PYRACLOSTROBIN FUNGICIDE	REGISTERED
34797	VIKING CROP PRODUCTION PARTNERS INC.	VIKING GLUFOSINATE 200 SN HERBICIDE	REGISTERED
34798	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DRAMMEN HERBICIDE	REGISTERED
34799	VIKING CROP PRODUCTION PARTNERS INC.	VIKING BODO HERBICIDE	REGISTERED
34805	VIKING CROP PRODUCTION PARTNERS INC.	VIKING MCPA ESTER 600 HERBICIDE	REGISTERED
34806	VIKING CROP PRODUCTION PARTNERS INC.	VIKING HAMAR HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34811	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CROP OIL CONCENTRATE	REGISTERED
34813	VIKING CROP PRODUCTION PARTNERS INC.	VIKING 2,4-D ESTER 700 HERBICIDE	REGISTERED
34814	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHC ADJUVANT	REGISTERED
34817	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FENOXAPROP HERBICIDE	REGISTERED
34823	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHOSPHATE ESTER ADJUVANT	REGISTERED
34866	VIKING CROP PRODUCTION PARTNERS INC.	VIKING SKIEN HERBICIDE	REGISTERED
34955	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PINOXADEN HERBICIDE	REGISTERED
34956	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PINOXADEN 50 EC HERBICIDE	REGISTERED
34957	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHOSPHATE ESTER F2 ADJUVANT	REGISTERED
34958	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PINOXADEN F2 HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
34970	VIKING CROP PRODUCTION PARTNERS INC.	VIKING GRIMSTAD FUNGICIDE SEED TREATMENT	REGISTERED
35020	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHC F2 ADJUVANT	REGISTERED
35106	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RSA F2 ADJUVANT	REGISTERED
35107	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RSA ADJUVANT	REGISTERED
35108	VIKING CROP PRODUCTION PARTNERS INC.	VIKING MESOTRIONE HERBICIDE	REGISTERED
35109	VIKING CROP PRODUCTION PARTNERS INC.	VIKING _____ PROTHIOCONAZOLE FUNGICIDE	REGISTERED
35124	VIKING CROP PRODUCTION PARTNERS INC.	VIKING QUIZALOFOP F2 HERBICIDE	REGISTERED
35144	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RAUMA INSECTICIDE	REGISTERED
35165	VIKING CROP PRODUCTION PARTNERS INC.	VIKING S-METOLACHLOR HERBICIDE	REGISTERED
35166	VIKING CROP PRODUCTION PARTNERS INC.	VIKING _____ S-METOLACHLOR _____ F2 HERBICIDE	REGISTERED

Registration Number	Registrant Name	Product Name	Registration Status
35327	VIKING CROP PRODUCTION PARTNERS INC.	VIKING SULFENTRAZONE HERBICIDE	REGISTERED
35353	VIKING CROP PRODUCTION PARTNERS INC.	VIKING KALMAR HERBICIDE	REGISTERED
35408	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUROXYPYR 333 HERBICIDE	REGISTERED
35412	VIKING CROP PRODUCTION PARTNERS INC.	VIKING MALOY HERBICIDE	REGISTERED
35421	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RORVIK INSECTICIDE	REGISTERED
35664	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUMIOXAZIN HERBICIDE	REGISTERED


Exhibit “3” to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style and is placed on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

Owner	Trademark	Country	Application Date	Application No	Trademark Status	Agent
Client	File Reference	Next Renewal Due	Registration Date	Registration No	Trademark Sub Status	Supervisor
NewAgco Inc.						
NewAgco Inc.	ACE	Canada	8 Feb 2017	1822026	Registered	
NewAgco Inc.	0062716-00005	20 Aug 2029	20 Aug 2019	TMA1050155		Lorraine Pinsent
Int. Class	1					
Goods	herbicides					
NewAgco Inc.	AGSTEWARD	Canada	6 Jan 2006	1285147	Registered	
NewAgco Inc.	0062716-00042	28 Feb 2032	28 Feb 2007	TMA682598		Lorraine Pinsent
Int. Class	37					
Goods	chemical container disposal services					
NewAgco Inc.	AGXACT	Canada	3 Oct 2023	2284693	Registered	
NewAgco Inc.	0062716-00083	2 May 2035	2 May 2025	TMA1310981		Lorraine Pinsent
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	AMMO	Canada	24 Jul 2017	1848783	Registered	
NewAgco Inc.	0062716-00022	18 Oct 2029	18 Oct 2019	TMA1059511		Lorraine Pinsent
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	ANACONDA	Canada	11 Jul 2019	1975109	Registered	
NewAgco Inc.	0062716-00060	29 Jun 2032	29 Jun 2022	TMA1132609		Lorraine Pinsent
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	ASSASSIN	Canada	17 Sep 2017	1857905	Registered	
NewAgco Inc.	0062716-00029	22 Aug 2029	22 Aug 2019	TMA1050843		Lorraine Pinsent
Int. Class	1					
Goods	adjuvant for crop protection, namely, adjuvants for use with herbicides					
NewAgco Inc.	ASTRAL	Canada	6 Aug 2020	2044482	Registered	
NewAgco Inc.	0062716-00078	13 Dec 2034	13 Dec 2024	TMA1275304		Lorraine Pinsent
Int. Class	1					
Goods	adjuvant for use with herbicides, fungicides and seed treatments					
NewAgco Inc.	AURORA	Canada	6 Jan 2010	1464805	Registered	
NewAgco Inc.	0062716-00032	29 Dec 2035	29 Dec 2010	TMA786013		Lorraine Pinsent
Int. Class	1					
Goods	fertilizers					
Int. Class	5					
Goods	herbicides, pesticides, insecticides and fungicides for agricultural use					
NewAgco Inc.	AVENGER	Canada	9 Dec 2024	2367285	Pending	
NewAgco Inc.	0062716-00096				Awaiting examination	Lorraine Pinsent
Int. Class	5					
Goods	fungicides; herbicides; insecticide					
NewAgco Inc.	AVIATOR	Canada	28 Aug 2019	1982519	Registered	
NewAgco Inc.	0062716-00061	1 Nov 2034	1 Nov 2024	TMA1266274		Lorraine Pinsent
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	BATTLEFRONT	Canada	9 Aug 2013	1639002	Registered	
NewAgco Inc.	0062716-00036	12 Dec 2029	12 Dec 2014	TMA892200		Lorraine Pinsent
Int. Class	0					
Goods	fertilizers, herbicides, pesticides, insecticides, and fungicides, all for agricultural use					
NewAgco Inc.	BATTLESTAR	Canada	8 Feb 2017	1822028	Registered	
NewAgco Inc.	0062716-00007	20 Aug 2029	20 Aug 2019	TMA1050160		Lorraine Pinsent
Int. Class	1					
Goods	herbicides					

NewAgco Inc.	BLUE32	Canada	20 Jan 2011	1511946	Registered		
NewAgco Inc.	0062716-00033	16 Jun 2029	16 Jun 2014	TMA880153		Lorraine Pinsent	109
Int. Class	0						
Goods	diesel emission fluid						
NewAgco Inc.	BOA	Canada	24 Jul 2017	1848785	Registered		
NewAgco Inc.	0062716-00026	14 Jan 2034	14 Jan 2019	TMA1012912		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	BOMBSHELL	Canada	29 Aug 2019	1982920	Registered		
NewAgco Inc.	0062716-00066	20 Jul 2032	20 Jul 2022	TMA1134675		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	BUCK M	Canada	8 Feb 2017	1822025	Registered		
NewAgco Inc.	0062716-00004	14 Aug 2029	14 Aug 2019	TMA1049147		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	CANUCK	Canada	6 Jan 2010	1464808	Registered		
NewAgco Inc.	0062716-00039	29 Dec 2035	29 Dec 2010	TMA786015		Lorraine Pinsent	
Int. Class	1						
Goods	fertilizers						
Int. Class	5						
Goods	herbicides, pesticides, insecticides and fungicides for agricultural use						
NewAgco Inc.	CITRISOFT	Canada	25 May 2010	1482384	Registered		
NewAgco Inc.	0062716-00043	7 Mar 2026	7 Mar 2011	TMA792232		Lorraine Pinsent	
Int. Class	0						
Goods	water conditioning chemicals for application to water prior to the addition of agricultural pesticides; agricultural pesticides						
NewAgco Inc.	CLOBBER M	Canada	8 Feb 2017	1822027	Registered		
NewAgco Inc.	0062716-00006	14 Aug 2029	14 Aug 2019	TMA1049155		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	CLONE	Canada	9 Feb 2017	1822234	Registered		
NewAgco Inc.	0062716-00015	13 Nov 2029	13 Nov 2019	TMA1063057		Lorraine Pinsent	
Int. Class	1						
Goods	dessicants for absorbing moisture in agricultural crops						
NewAgco Inc.	DEATHSTAR	Canada	30 Jun 2020	2037146	Registered		
NewAgco Inc.	0062716-00079	1 Feb 2033	1 Feb 2023	TMA1163309		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	DECIMATE	Canada	28 Aug 2019	1982521	Registered		
NewAgco Inc.	0062716-00063	31 Aug 2032	31 Aug 2022	TMA1140247		Lorraine Pinsent	
Int. Class	5						
Goods	insecticides						
NewAgco Inc.	DENALI	Canada	8 Feb 2019	1945377	Registered		
NewAgco Inc.	0062716-00057	20 May 2031	20 May 2021	TMA1100569		Lorraine Pinsent	
Int. Class	5						
Goods	herbicide						
NewAgco Inc.	DESTROYER	Canada	29 Nov 2017	1870462	Registered		
NewAgco Inc.	0062716-00045	22 Aug 2029	22 Aug 2019	TMA1050835		Lorraine Pinsent	
Int. Class	5						
Goods	a crop protection product, namely, herbicides						
NewAgco Inc.	DEUCE	Canada	19 Sep 2019	1986032	Registered		
NewAgco Inc.	0062716-00070	9 Aug 2034	9 Aug 2024	TMA1249327		Lorraine Pinsent	
Int. Class	1						
Goods	adjuvant for use with herbicides						

NewAgco Inc.	DISRUPTOR	Canada	27 Nov 2017	1869942	Registered		
NewAgco Inc.	0062716-00044	17 Apr 2034	17 Apr 2019	TMA1019623		Lorraine Pinsent	110
Int. Class	5						
Goods	a crop protection product, namely, herbicides						
NewAgco Inc.	EMPIRE	Canada	22 Feb 2019	1947820	Registered		
NewAgco Inc.	0062716-00056	20 May 2031	20 May 2021	TMA1100567		Lorraine Pinsent	
Int. Class	1						
Goods	adjuvant for herbicides						
NewAgco Inc.	FEROCIOUS	Canada	31 May 2024	2330461	Pending		
NewAgco Inc.	0062716-00088				Awaiting examination	Lorraine Pinsent	
Int. Class	1						
Goods	(1) fertilizer. (2) Adjuvant for use with herbicides; desiccants for absorbing moisture.						
Int. Class	5						
Goods	(3) fungicides; herbicides; insecticide.						
Int. Class	31						
Goods	(4) Treated and untreated grain seed, grain seed inoculants.						
Int. Class	44						
Goods	(1) agronomy advisory services. (2) Advisory and consultancy services relating to the use of agricultural and horticultural fertilizers, herbicides, fungicides, insecticides, seed treatments.						
NewAgco Inc.	FLARE	Canada	9 Dec 2024	2367287	Pending		
NewAgco Inc.	0062716-00097				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	fungicides; herbicides; insecticides						
NewAgco Inc.	FOXXY	Canada	8 Feb 2017	1822029	Registered		
NewAgco Inc.	0062716-00008	9 Dec 2031	9 Dec 2021	TMA1115566		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	FURY	Canada	17 Dec 2024	2369094	Pending		
NewAgco Inc.	0062716-00095				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	fungicides; herbicides; insecticide						
NewAgco Inc.	FUSARO	Canada	7 Nov 2022	2220517	Registered		
NewAgco Inc.	0062716-00081	11 Oct 2034	11 Oct 2024	TMA1262832		Lorraine Pinsent	
Int. Class	5						
Goods	fungicides						
NewAgco Inc.	GRIT	Canada	20 Feb 2024	2311243	Pending		
NewAgco Inc.	0062716-00085				Approved for Publication	Lorraine Pinsent	
Int. Class	5						
Goods	fungicides; herbicides						
NewAgco Inc.	HELLCAT	Canada	6 Jan 2010	1464807	Registered		
NewAgco Inc.	0062716-00040	29 Dec 2035	29 Dec 2010	TMA786014		Lorraine Pinsent	
Int. Class	1						
Goods	fertilizers						
Int. Class	5						
Goods	herbicides, pesticides, insecticides and fungicides for agricultural use						
NewAgco Inc.	HIMALAYA	Canada	3 Jan 2019	1938922	Registered		
NewAgco Inc.	0062716-00054	29 Mar 2032	29 Mar 2022	TMA1124160		Lorraine Pinsent	
Int. Class	5						
Goods	herbicide						
NewAgco Inc.	INDEPENDENCE DESIGN	Canada	17 Feb 2017	1823491	Registered		
NewAgco Inc.	0062716-00020	13 Aug 2033	13 Aug 2018	TMA1002646		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						

NewAgco Inc.	K2	Canada	8 Feb 2019	1945376	Registered		
NewAgco Inc.	0062716-00055	20 May 2031	20 May 2021	TMA1100566		Lorraine Pinsent	111
Int. Class	5						
Goods	herbicide						
NewAgco Inc.	KAMIKAZE	Canada	6 Jan 2010	1464806	Registered		
NewAgco Inc.	0062716-00035	29 Dec 2035	29 Dec 2010	TMA786016		Lorraine Pinsent	
Int. Class	1						
Goods	fertilizers						
Int. Class	5						
Goods	herbicides, pesticides, insecticides and fungicides for agricultural use						
NewAgco Inc.	KICKOFF	Canada	27 Mar 2018	1890538	Registered		
NewAgco Inc.	0062716-00047	28 Apr 2030	28 Apr 2020	TMA1077631		Lorraine Pinsent	
Int. Class	5						
Goods	herbicide;						
NewAgco Inc.	KRYPTON	Canada	5 Jun 2008	1398346	Registered		
NewAgco Inc.	0062716-00031	24 Jan 2036	24 Jan 2011	TMA788336		Lorraine Pinsent	
Int. Class	5						
Goods	agricultural pesticides						
NewAgco Inc.	MACH ONE	Canada	9 Dec 2024	2367286	Pending		
NewAgco Inc.	0062716-00094				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	fungicides; herbicides; insecticide.						
NewAgco Inc.	METEOR	Canada	4 Sep 2019	1983512	Registered		
NewAgco Inc.	0062716-00068	20 Jul 2032	20 Jul 2022	TMA1134700		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides;						
NewAgco Inc.	MEZZO	Canada	4 Oct 2021	2137577	Registered		
NewAgco Inc.	0062716-00080	8 Dec 2033	8 Dec 2023	TMA1213180		Lorraine Pinsent	
Int. Class	5						
Goods	herbicide						
NewAgco Inc.	N-CORE	Canada	9 Feb 2017	1822237	Registered		
NewAgco Inc.	0062716-00018	13 Nov 2029	13 Nov 2019	TMA1063060		Lorraine Pinsent	
Int. Class	1						
Goods	agricultural inoculant containing rhizobium						
NewAgco Inc.	N-CREASE	Canada	30 Sep 2019	1987755	Registered		
NewAgco Inc.	0062716-00071	9 Nov 2032	9 Nov 2022	TMA1150113		Lorraine Pinsent	
Int. Class	1						
Goods	fertilizer additives						
NewAgco Inc.	NEBULA	Canada	8 Jul 2010	1487998	Registered		
NewAgco Inc.	0062716-00037	7 Jul 2026	7 Jul 2011	TMA801713		Lorraine Pinsent	
Int. Class	5						
Goods	agricultural pesticides						
NewAgco Inc.	NewAgco Design	Canada	30 Apr 2010	1479335	Registered		
NewAgco Inc.	0062716-00034	1 Jun 2026	1 Jun 2011	TMA799105		Lorraine Pinsent	
Int. Class	0						
Goods	fertilizers, herbicides, pesticides, insecticides and fungicides for agricultural use						
NewAgco Inc.	NINJA	Canada	8 Feb 2017	1822031	Registered		
NewAgco Inc.	0062716-00010	20 Aug 2029	20 Aug 2019	TMA1050152		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	PILOT	Canada	25 Jan 2018	1879652	Registered		
NewAgco Inc.	0062716-00046	17 Apr 2030	17 Apr 2020	TMA1076919		Lorraine Pinsent	
Int. Class	5						
Goods	herbicide						



NewAgco Inc.	POWER PHOS	Canada	1 Oct 2019	1987873	Registered		
NewAgco Inc.	0062716-00073	9 Nov 2032	9 Nov 2022	TMA1150115		Lorraine Pinsent	112
Int. Class	1						
Goods	fertilizer additives						
NewAgco Inc.	PRINCE	Canada	5 Jun 2008	1398347	Registered		
NewAgco Inc.	0062716-00038	24 Jan 2036	24 Jan 2011	TMA788337		Lorraine Pinsent	
Int. Class	5						
Goods	agricultural pesticides						
NewAgco Inc.	PROGRESS	Canada	9 Feb 2017	1822235	Registered		
NewAgco Inc.	0062716-00016	13 Nov 2029	13 Nov 2019	TMA1063058		Lorraine Pinsent	
Int. Class	0						
Goods	seed treatment in the nature of coatings for protecting the seed from disease and insects for maximizing yields						
NewAgco Inc.	PROTÉGÉ	Canada	14 May 2024	2327080	Pending		
NewAgco Inc.	0062716-00087				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	fungicide seed treatment						
NewAgco Inc.	QUASIMODO	Canada	9 Feb 2017	1822113	Registered		
NewAgco Inc.	0062716-00014	22 Aug 2029	22 Aug 2019	TMA1050831		Lorraine Pinsent	
Int. Class	5						
Goods	fungicides						
NewAgco Inc.	QUIVER	Canada	27 Mar 2017	1829471	Registered		
NewAgco Inc.	0062716-00021	13 Sep 2029	13 Sep 2019	TMA1054401		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	QUIZ	Canada	24 Jul 2017	1848784	Registered		
NewAgco Inc.	0062716-00023	23 Jun 2030	23 Jun 2020	TMA1079948		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	RAMBLER	Canada	9 Feb 2017	1822114	Registered		
NewAgco Inc.	0062716-00011	22 Aug 2029	22 Aug 2019	TMA1050829		Lorraine Pinsent	
Int. Class	5						
Goods	fungicides						
NewAgco Inc.	RAMBO	Canada	29 Aug 2019	1982921	Registered		
NewAgco Inc.	0062716-00065	20 Jul 2032	20 Jul 2022	TMA1134676		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	REVENGE	Canada	29 Aug 2019	1982922	Registered		
NewAgco Inc.	0062716-00067	20 Jul 2032	20 Jul 2022	TMA1134677		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	REVENUE	Canada	9 Feb 2017	1822236	Registered		
NewAgco Inc.	0062716-00017	13 Nov 2029	13 Nov 2019	TMA1063056		Lorraine Pinsent	
Int. Class	0						
Goods	seed treatment in the nature of coatings for protecting the seed from disease and insects for maximizing yields.						
NewAgco Inc.	RUMOUR	Canada	28 Aug 2019	1982520	Registered		
NewAgco Inc.	0062716-00062	31 Aug 2032	31 Aug 2022	TMA1140246		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	SAMURAI	Canada	8 Feb 2017	1822030	Registered		
NewAgco Inc.	0062716-00009	20 Aug 2029	20 Aug 2019	TMA1050150		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	SOLSTAR	Canada	5 Sep 2018	1918474	Registered		
NewAgco Inc.	0062716-00051	17 May 2031	17 May 2021	TMA1100227		Lorraine Pinsent	
Int. Class	1						
Goods	adjuvant for crop protection, namely, an adjuvant for use with herbicides;						

NewAgco Inc.	SPADE	Canada	24 Jul 2017	1848788	Registered		
NewAgco Inc.	0062716-00024	14 Jan 2034	14 Jan 2019	TMA1012939		Lorraine Pinsent	113
Int. Class	5						
Goods	fungicides						
NewAgco Inc.	STALLION	Canada	12 Aug 2019	1980177	Registered		
NewAgco Inc.	0062716-00064	13 Jul 2032	13 Jul 2022	TMA1133802		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	SUNRISE	Canada	20 Sep 2024	2351016	Pending		
NewAgco Inc.	0062716-00092				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	TAIPAN	Canada	7 Nov 2019	1994177	Registered		
NewAgco Inc.	0062716-00075	21 Sep 2032	21 Sep 2022	TMA1142490		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	TARIAN	Canada	1 Aug 2024	2341883	Pending		
NewAgco Inc.	0062716-00090				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	fungicides used in the agricultural industry						
NewAgco Inc.	THIEF	Canada	6 Nov 2019	1994281	Registered		
NewAgco Inc.	0062716-00074	10 Aug 2032	10 Aug 2022	TMA1137264		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	THRONE	Canada	18 Jun 2020	2035038	Registered		
NewAgco Inc.	0062716-00076	18 Jan 2033	18 Jan 2023	TMA1161173		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	TONTO	Canada	9 Feb 2017	1822238	Registered		
NewAgco Inc.	0062716-00019	13 Sep 2029	13 Sep 2019	TMA1054397		Lorraine Pinsent	
Int. Class	1						
Goods	surfactant						
NewAgco Inc.	TORNADO	Canada	9 Feb 2017	1822115	Registered		
NewAgco Inc.	0062716-00012	22 Aug 2029	22 Aug 2019	TMA1050832		Lorraine Pinsent	
Int. Class	1						
Goods	fungicides						
NewAgco Inc.	TRIFECTA	Canada	19 Jun 2020	2035299	Registered		
NewAgco Inc.	0062716-00077	18 Oct 2033	18 Oct 2023	TMA1203629		Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						
NewAgco Inc.	TYCOON	Canada	24 Jul 2017	1848787	Registered		
NewAgco Inc.	0062716-00025	24 Jan 2030	24 Jan 2020	TMA1070727		Lorraine Pinsent	
Int. Class	31						
Goods	seed treatment						
NewAgco Inc.	VERMIS	Canada	30 Jul 2024	2341239	Pending		
NewAgco Inc.	0062716-00089				Awaiting examination	Lorraine Pinsent	
Int. Class	5						
Goods	fungicides; herbicides; insecticide; rodenticides						
NewAgco Inc.	VICTUS	Canada	22 Dec 2023	2301467	Pending		
NewAgco Inc.	0062716-00084				advertised	Lorraine Pinsent	
Int. Class	5						
Goods	herbicides						

NewAgco Inc.	ZIPPER	Canada	24 Jul 2017	1848786	Registered	
NewAgco Inc.	0062716-00027	23 Jun 2030	23 Jun 2020	TMA1079945	Lorraine Pinsent	114

Int. Class	5
Goods	herbicides

WebTMS Infinity 77 Records Printed By CEchavez-Welch: 30 May 2025 - 19:05:05 - Criteria: Owner = NewAgco Inc* + Active / Inactive = Active - END OF REPORT

Exhibit “4” to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

Province of Saskatchewan Land Titles Registry Title

Title #: 153275531
Title Status: Active
Parcel Type: Surface
Parcel Value: \$524,500.00 CAD
Title Value: \$524,500.00 CAD
Converted Title: 98MJ00780
Previous Title and/or Abstract #: 145495020

As of: 24 Nov 2025 14:19:18
Last Amendment Date: 12 Jun 2025 14:39:28.333
Issued: 22 Sep 2020 14:42:12.933
Municipality: RM OF PENSE NO. 160

GENESIS OPERATING GP INC. is the registered owner of Surface Parcel #102697094

Reference Land Description: NW Sec 22 Twp 17 Rge 24 W 2 Extension 1
As described on Certificate of Title 98MJ00780 which describes this parcel.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

188867558

CNV Easement

Value: N/A
Reg'd: 01 Feb 1956 00:43:33
Interest Register Amendment Date: N/A
Interest Assignment Date: 25 Jan 2011 10:00:29
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

as to portion

Holder:

PLAINS MIDSTREAM CANADA ULC
 2900 - 550 BURRARD STREET
 VANCOUVER, British Columbia, Canada V6C 0A3
Client #: 140016653

Int. Register #: 100046809
Converted Instrument #: ED2613
Feature #: 100016255

Interest #:

188867569

CNV Easement

Value: N/A
Reg'd: 10 Dec 1956 01:16:18
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

as to portion and rights of access

Holder:

TRANSCANADA PIPELINES LIMITED
 450 - 1st Street SW
 Calgary, AB, Canada T2P 5H1
Client #: 108260445

Int. Register #: 100046810

Converted Instrument #: EE4578
Feature #: 100020092

Interest #:
188867570

CNV Pipeline Easement

Value: N/A
Reg'd: 27 May 1963 00:10:20
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

and rights of access

Holder:
PLAINS MIDSTREAM CANADA ULC
Suite 1400, 607 - 8 Avenue SW
Calgary, Alberta, Canada T2P 0A7
Client #: 100939901

Int. Register #: 100046843
Converted Instrument #: 63MJ06199
Feature #: 100016806

Interest #:
188867581

CNV Easement

Value: N/A
Reg'd: 30 Sep 1968 00:18:45
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

and rights of access

Holder:
TRANSCANADA PIPELINES LIMITED
450 - 1st Street SW
Calgary, AB, Canada T2P 5H1
Client #: 108260445

Int. Register #: 100046854
Converted Instrument #: 68MJ11248
Feature #: 100014860

Interest #:
188867592

CNV Easement

Value: N/A
Reg'd: 28 May 1991 00:10:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

as to portion on plan

Holder:
TRANSGAS LIMITED
700 - 1777 Victoria Ave
Regina, Saskatchewan, Canada S4P 4K5
Client #: 105200985

Int. Register #: 100046865
Converted Instrument #: 91MJ06031
Feature #: 100018639

Interest #:

188867604

CNV Easement

Value: N/A
Reg'd: 30 Dec 1992 00:26:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

as to portion on plan

Holder:

TRANSCANADA PIPELINES LIMITED
450 - 1st Street SW
Calgary, AB, Canada T2P 5H1
Client #: 108260445

Int. Register #: 100046876
Converted Instrument #: 92MJ15930
Feature #: 100019652

Interest #:
188867615

CNV Caveat

Value: N/A
Reg'd: 26 Nov 1998 00:25:03
Interest Register Amendment Date: N/A
Interest Assignment Date: 25 Jan 2011
10:00:30
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

PLAINS MIDSTREAM CANADA ULC
2900 - 550 BURRARD STREET
VANCOUVER, British Columbia, Canada V6C 0A3
Client #: 140016653

Int. Register #: 100046887
Converted Instrument #: 98MJ15034

Interest #:
188867626

Miscellaneous Interest

Value: N/A
Reg'd: 13 Nov 2009 13:04:41
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

SOUTH BOW GP (CANADA) LTD.
Suite 900, 707 5 St. S.W.
CALGARY, AB, Canada T2P 1V8
Client #: 123275202

Int. Register #: 115966031
Feature #: 100187366

Interest #:
188867659Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 07 Jul 2017 12:36:51
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122369407

Interest #:
188867660

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 03 Nov 2017 16:18:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122586183

Interest #:
188867671

Mortgage

Value: \$11,000,000.00 CAD
Reg'd: 22 Sep 2020 14:42:15
Interest Register Amendment Date: 22 Sep 2021 08:52:42
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Business Development Bank of Canada
300-475 2nd Avenue South
Saskatoon, SK, Canada S7K 1P4
Client #: 136436351

Int. Register #: 124171130

Interest #:
188867682

Assignment of Rents

Value: N/A
Reg'd: 22 Sep 2020 14:42:15
Interest Register Amendment Date: 22 Sep 2021 08:52:42
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Business Development Bank of Canada
300-475 2nd Avenue South
Saskatoon, SK, Canada S7K 1P4
Client #: 136436351

Int. Register #: 124171141

Interest #:
191541113

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 23 Jul 2021 11:06:52

Interest Register Amendment Date: 08 May 2023 09:58:22
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 124652482
Feature #: 100345362

Interest #:
196937049

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 28 Jun 2023 16:25:45
Interest Register Amendment Date: 20 Mar 2024 10:49:12
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 125669403
Feature #: 100352034

Interest #:
202046228

Personal Property Security
Interest

Value: N/A
Reg'd: 12 Jun 2025 14:39:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CALIDON FINANCIAL SERVICES INC.
10 - 3903 MILLAR AVE.
SASKATOON, Saskatchewan, Canada S7P 0C1
Client #: 121827337

Int. Register #: 126677492

Interest #:
202046240

Personal Property Security
Interest

Value: N/A
Reg'd: 12 Jun 2025 14:39:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CALIDON FINANCIAL SERVICES INC.
10 - 3903 MILLAR AVE.
SASKATOON, Saskatchewan, Canada S7P 0C1
Client #: 121827337

Int. Register #: [126677504](#)**Addresses for Service:****Name****Address****Owner:**[GENESIS OPERATING GP INC.](#)[#600, 2103- 11TH AVENUE REGINA , Saskatchewan, Canada
S4P 3Z8](#)Client #: [136434416](#)**Notes:**Parcel Class Code: [Parcel \(Generic\)](#)**Back to top**

**Surface Parcel Number: 102697094**

REQUEST DATE: Mon Nov 24 14:20:02 GMT-06:00 2025

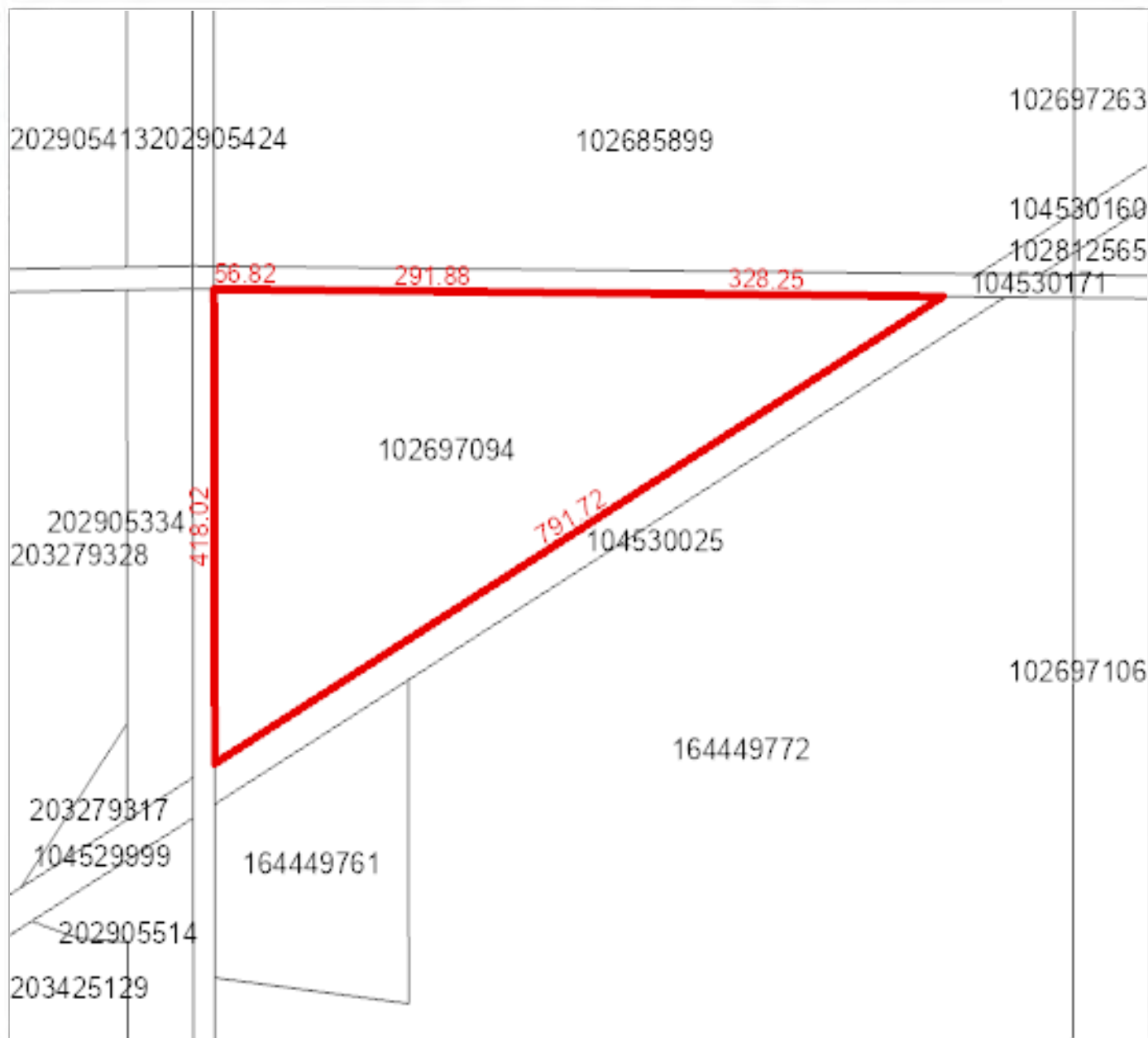
**Owner Name(s) :** GENESIS OPERATING GP INC.**Municipality :** RM OF PENSE NO. 160**Title Number(s) :** 153275531**Parcel Class :** Parcel (Generic)**Land Description :** NW 22-17-24-2 Ext 1**Source Quarter Section :** NW-22-17-24-2**Commodity/Unit :** Not Applicable**Area :** 14.148 hectares (34.96 acres)**Converted Title Number :** 98MJ00780**Ownership Share :** 1:1

Exhibit “5” to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

Province of Saskatchewan Land Titles Registry Title

Title #: 157904567
Title Status: Active
Parcel Type: Surface
Parcel Value: \$500,000.00 CAD
Title Value: \$500,000.00 CAD
Converted Title: 01H00381
Previous Title and/or Abstract #: 155252516

As of: 17 Nov 2025 14:07:11
Last Amendment Date: 23 Jul 2025 13:14:28.450
Issued: 27 Aug 2024 10:11:34.033
Municipality: CITY OF HUMBOLDT

AGRACITY CROP & NUTRITION LTD. is the registered owner of Surface Parcel
#113850558

Reference Land Description: Blk/Par G Plan No 71H05151 Extension 0
As described on Certificate of Title 01H00381.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
199940530

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 20 Apr 2009 08:03:19
Interest Register Amendment Date: 31 Aug 2010 11:42:11
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 115368633
Feature #: 100206683

Interest #:
202139603

Mortgage

Value: \$2,288,000.00 CAD
Reg'd: 25 Jun 2025 13:10:55
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Miller Thomson LLP
600, 2103 11th Avenue
Regina, SK, Canada S4P 3Z8
Client #: 141304564

Int. Register #: 126697236

Interest #:

202357447Enforcement Charge -
Provincial Judgment**Value:** \$86,440.70 CAD**Reg'd:** 23 Jul 2025 13:14:28**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A

JUDGMENT DATE: 16-JUL-2025 DEBTOR NAME: AgraCity Crop & Nutrition Ltd.

Holder:

Triple Farms Ltd.

Box 271

Bengough, Saskatchewan, Canada S0C 0K0

Client #: 141403463**Int. Register #:** 126746017**Judgment Registry #:** 302716756**Addresses for Service:****Name****Owner:**

AGRACITY CROP & NUTRITION LTD.

Client #: 121806198

Address#600, 2103- 11TH AVENUE #600, 2103- 11TH AVENUE
REGINA , Saskatchewan, Canada S4P 3Z8**Notes:**

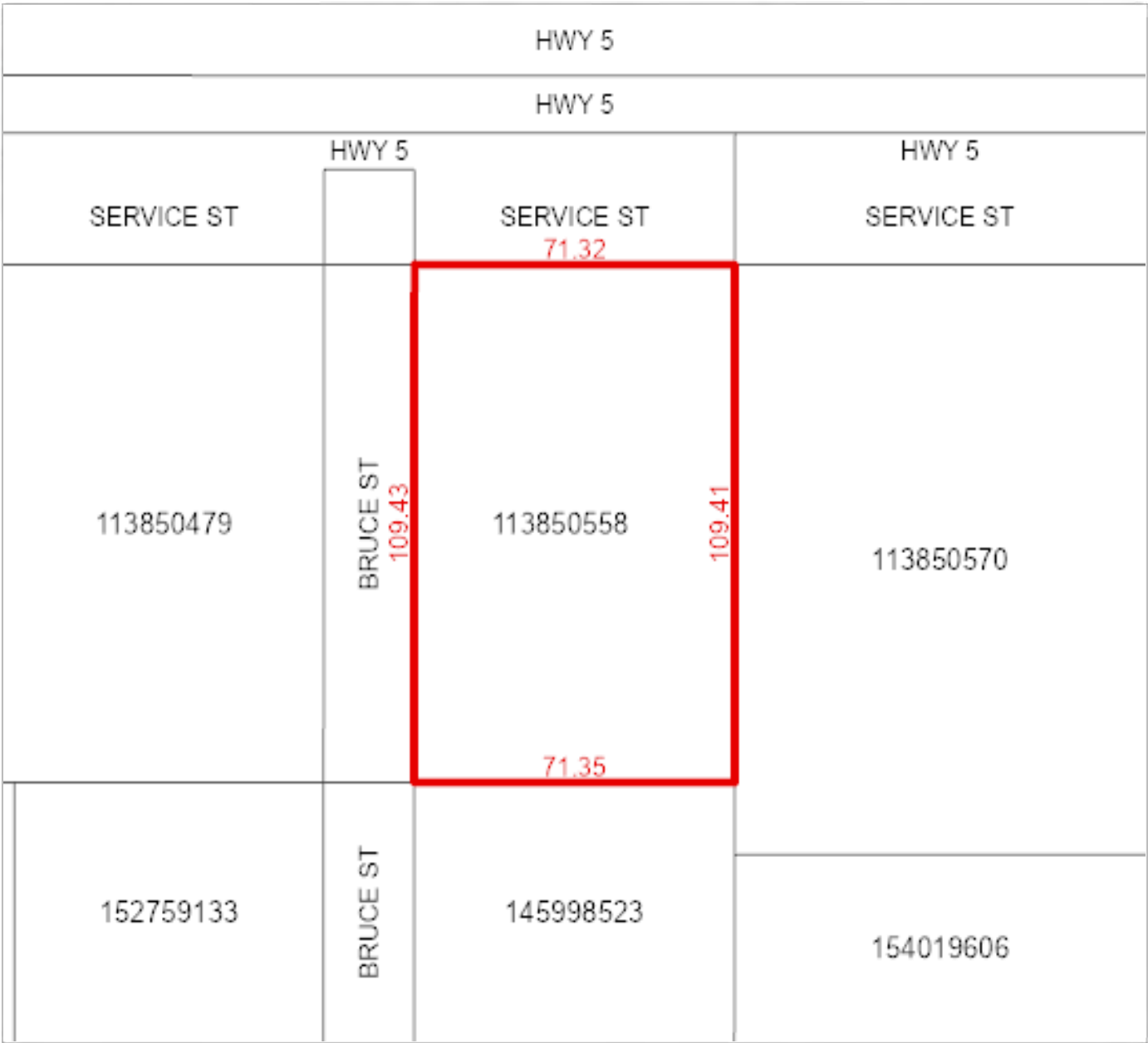
Parcel Class Code: Parcel (Generic)

**Back to top**



Surface Parcel Number: 113850558

REQUEST DATE: Mon Nov 17 14:08:10 GMT-06:00 2025



Owner Name(s) : AGRACITY CROP & NUTRITION LTD.

Municipality : CITY OF HUMBOLDT

Title Number(s) : 157904567

Parcel Class : Parcel (Generic)

Land Description : Blk/Par G-Plan 71H05151 Ext 0

Source Quarter Section : NW-21-37-22-2

Commodity/Unit : Not Applicable

Area : 0.781 hectares (1.93 acres)

Converted Title Number : 01H00381

Ownership Share : 1:1

Province of Saskatchewan Land Titles Registry Title

Title #: 154695190
Title Status: Active
Parcel Type: Surface
Parcel Value: \$1,100,000.00 CAD
Title Value: \$1,100,000.00 CAD
Converted Title: 70S12505
Previous Title and/or Abstract #: 135102787

As of: 17 Nov 2025 07:23:31
Last Amendment Date: 25 Jun 2025 13:10:55.350
Issued: 25 Nov 2021 11:01:53.796
Municipality: CITY OF SASKATOON

101072497 SASKATCHEWAN LTD. is the registered owner of Surface Parcel #120278202

Reference Land Description: Lot 19 Blk/Par 156 Plan No C195 Extension 7
As described on Certificate of Title 70S12505.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
192544577

Mortgage

Value: \$1,200,000.00 CAD
Reg'd: 25 Nov 2021 11:01:56
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 DEER LODGE HOTELS LTD.
 106 CIRCLE DRIVE WEST
 SASKATOON, Saskatchewan, Canada S7L 4L6
Client #: 134725473

Int. Register #: 124847792

Interest #:
202139591

Mortgage

Value: \$2,288,000.00 CAD
Reg'd: 25 Jun 2025 13:10:55
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 Miller Thomson LLP
 600, 2103 11th Avenue
 Regina, SK, Canada S4P 3Z8
Client #: 141304564

Int. Register #: 126697236

Addresses for Service:

Name Owner:	Address
----------------	---------

101072497 SASKATCHEWAN LTD.

#200, 123 - 2ND AVENUE SOUTH SASKATOON, SK, Canada
S7K 7E6

Client #: 119241468

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



Back to top

Province of Saskatchewan Land Titles Registry Title

Title #: 154695202
Title Status: Active
Parcel Type: Surface
Parcel Value: \$1,100,000.00 CAD
Title Value: \$1,100,000.00 CAD
Converted Title: 70S12505
Previous Title and/or Abstract #: 135102541

As of: 17 Nov 2025 07:25:10
Last Amendment Date: 25 Jun 2025 13:10:55.313
Issued: 25 Nov 2021 11:01:54.936
Municipality: CITY OF SASKATOON

101072497 SASKATCHEWAN LTD. is the registered owner of Surface Parcel #120278314

Reference Land Description: Lot 20 Blk/Par 156 Plan No C195 Extension 25
As described on Certificate of Title 70S12505.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
192544588

Mortgage

Value: \$1,200,000.00 CAD
Reg'd: 25 Nov 2021 11:01:56
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 DEER LODGE HOTELS LTD.
 106 CIRCLE DRIVE WEST
 SASKATOON, Saskatchewan, Canada S7L 4L6
Client #: 134725473

Int. Register #: 124847792

Interest #:
202139614

Mortgage

Value: \$2,288,000.00 CAD
Reg'd: 25 Jun 2025 13:10:55
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 Miller Thomson LLP
 600, 2103 11th Avenue
 Regina, SK, Canada S4P 3Z8
Client #: 141304564

Int. Register #: 126697236

Addresses for Service:

Name Owner:	Address
----------------	---------

101072497 SASKATCHEWAN LTD.

#200, 123 - 2ND AVENUE SOUTH SASKATOON, SK, Canada
S7K 7E6

Client #: 119241468

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



Back to top

Province of Saskatchewan Land Titles Registry Title

Title #: 153275531
Title Status: Active
Parcel Type: Surface
Parcel Value: \$524,500.00 CAD
Title Value: \$524,500.00 CAD
Converted Title: 98MJ00780
Previous Title and/or Abstract #: 145495020

As of: 10 Nov 2025 13:40:14
Last Amendment Date: 12 Jun 2025 14:39:28.333
Issued: 22 Sep 2020 14:42:12.933
Municipality: RM OF PENSE NO. 160

GENESIS OPERATING GP INC. is the registered owner of Surface Parcel #102697094

Reference Land Description: NW Sec 22 Twp 17 Rge 24 W 2 Extension 1
As described on Certificate of Title 98MJ00780 which describes this parcel.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

188867558

CNV Easement

Value: N/A

Reg'd: 01 Feb 1956 00:43:33

Interest Register Amendment Date: N/A

Interest Assignment Date: 25 Jan 2011

10:00:29

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

as to portion

Holder:

PLAINS MIDSTREAM CANADA ULC

2900 - 550 BURRARD STREET

VANCOUVER, British Columbia, Canada V6C 0A3

Client #: 140016653

Int. Register #: 100046809

Converted Instrument #: ED2613

Feature #: 100016255

Interest #:

188867569

CNV Easement

Value: N/A

Reg'd: 10 Dec 1956 01:16:18

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

as to portion and rights of access

Holder:

TRANSCANADA PIPELINES LIMITED

450 - 1st Street SW

Calgary, AB, Canada T2P 5H1

Client #: 108260445

Int. Register #: 100046810

Converted Instrument #: EE4578
Feature #: 100020092

Interest #:
188867570

CNV Pipeline Easement

Value: N/A
Reg'd: 27 May 1963 00:10:20
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

and rights of access

Holder:
PLAINS MIDSTREAM CANADA ULC
Suite 1400, 607 - 8 Avenue SW
Calgary, Alberta, Canada T2P 0A7
Client #: 100939901

Int. Register #: 100046843
Converted Instrument #: 63MJ06199
Feature #: 100016806

Interest #:
188867581

CNV Easement

Value: N/A
Reg'd: 30 Sep 1968 00:18:45
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

and rights of access

Holder:
TRANSCANADA PIPELINES LIMITED
450 - 1st Street SW
Calgary, AB, Canada T2P 5H1
Client #: 108260445

Int. Register #: 100046854
Converted Instrument #: 68MJ11248
Feature #: 100014860

Interest #:
188867592

CNV Easement

Value: N/A
Reg'd: 28 May 1991 00:10:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

as to portion on plan

Holder:
TRANSGAS LIMITED
700 - 1777 Victoria Ave
Regina, Saskatchewan, Canada S4P 4K5
Client #: 105200985

Int. Register #: 100046865
Converted Instrument #: 91MJ06031
Feature #: 100018639

Interest #:

188867604

CNV Easement

Value: N/A
Reg'd: 30 Dec 1992 00:26:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

as to portion on plan

Holder:
TRANSCANADA PIPELINES LIMITED
450 - 1st Street SW
Calgary, AB, Canada T2P 5H1
Client #: 108260445

Int. Register #: 100046876
Converted Instrument #: 92MJ15930
Feature #: 100019652

Interest #:
188867615

CNV Caveat

Value: N/A
Reg'd: 26 Nov 1998 00:25:03
Interest Register Amendment Date: N/A
Interest Assignment Date: 25 Jan 2011
10:00:30
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
PLAINS MIDSTREAM CANADA ULC
2900 - 550 BURRARD STREET
VANCOUVER, British Columbia, Canada V6C 0A3
Client #: 140016653

Int. Register #: 100046887
Converted Instrument #: 98MJ15034

Interest #:
188867626

Miscellaneous Interest

Value: N/A
Reg'd: 13 Nov 2009 13:04:41
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SOUTH BOW GP (CANADA) LTD.
Suite 900, 707 5 St. S.W.
CALGARY, AB, Canada T2P 1V8
Client #: 123275202

Int. Register #: 115966031
Feature #: 100187366

Interest #:
188867659Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 07 Jul 2017 12:36:51
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122369407

Interest #:
188867660

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 03 Nov 2017 16:18:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 122586183

Interest #:
188867671

Mortgage

Value: \$11,000,000.00 CAD
Reg'd: 22 Sep 2020 14:42:15
Interest Register Amendment Date: 22 Sep 2021 08:52:42
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Business Development Bank of Canada
300-475 2nd Avenue South
Saskatoon, SK, Canada S7K 1P4
Client #: 136436351

Int. Register #: 124171130

Interest #:
188867682

Assignment of Rents

Value: N/A
Reg'd: 22 Sep 2020 14:42:15
Interest Register Amendment Date: 22 Sep 2021 08:52:42
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Business Development Bank of Canada
300-475 2nd Avenue South
Saskatoon, SK, Canada S7K 1P4
Client #: 136436351

Int. Register #: 124171141

Interest #:
191541113

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 23 Jul 2021 11:06:52

Interest Register Amendment Date: 08 May 2023 09:58:22
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 124652482
Feature #: 100345362

Interest #:
196937049

Power Corporation Act
Easement (s.23)

Value: N/A
Reg'd: 28 Jun 2023 16:25:45
Interest Register Amendment Date: 20 Mar 2024 10:49:12
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 125669403
Feature #: 100352034

Interest #:
202046228

Personal Property Security
Interest

Value: N/A
Reg'd: 12 Jun 2025 14:39:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CALIDON FINANCIAL SERVICES INC.
10 - 3903 MILLAR AVE.
SASKATOON, Saskatchewan, Canada S7P 0C1
Client #: 121827337

Int. Register #: 126677492

Interest #:
202046240

Personal Property Security
Interest

Value: N/A
Reg'd: 12 Jun 2025 14:39:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CALIDON FINANCIAL SERVICES INC.
10 - 3903 MILLAR AVE.
SASKATOON, Saskatchewan, Canada S7P 0C1
Client #: 121827337

Int. Register #: [126677504](#)**Addresses for Service:****Name****Address****Owner:**[GENESIS OPERATING GP INC.](#)[#600, 2103- 11TH AVENUE REGINA , Saskatchewan, Canada
S4P 3Z8](#)Client #: [136434416](#)**Notes:**Parcel Class Code: [Parcel \(Generic\)](#)[Back to top](#)

**Surface Parcel Number: 102697094**

REQUEST DATE: Mon Nov 10 13:42:24 GMT-06:00 2025

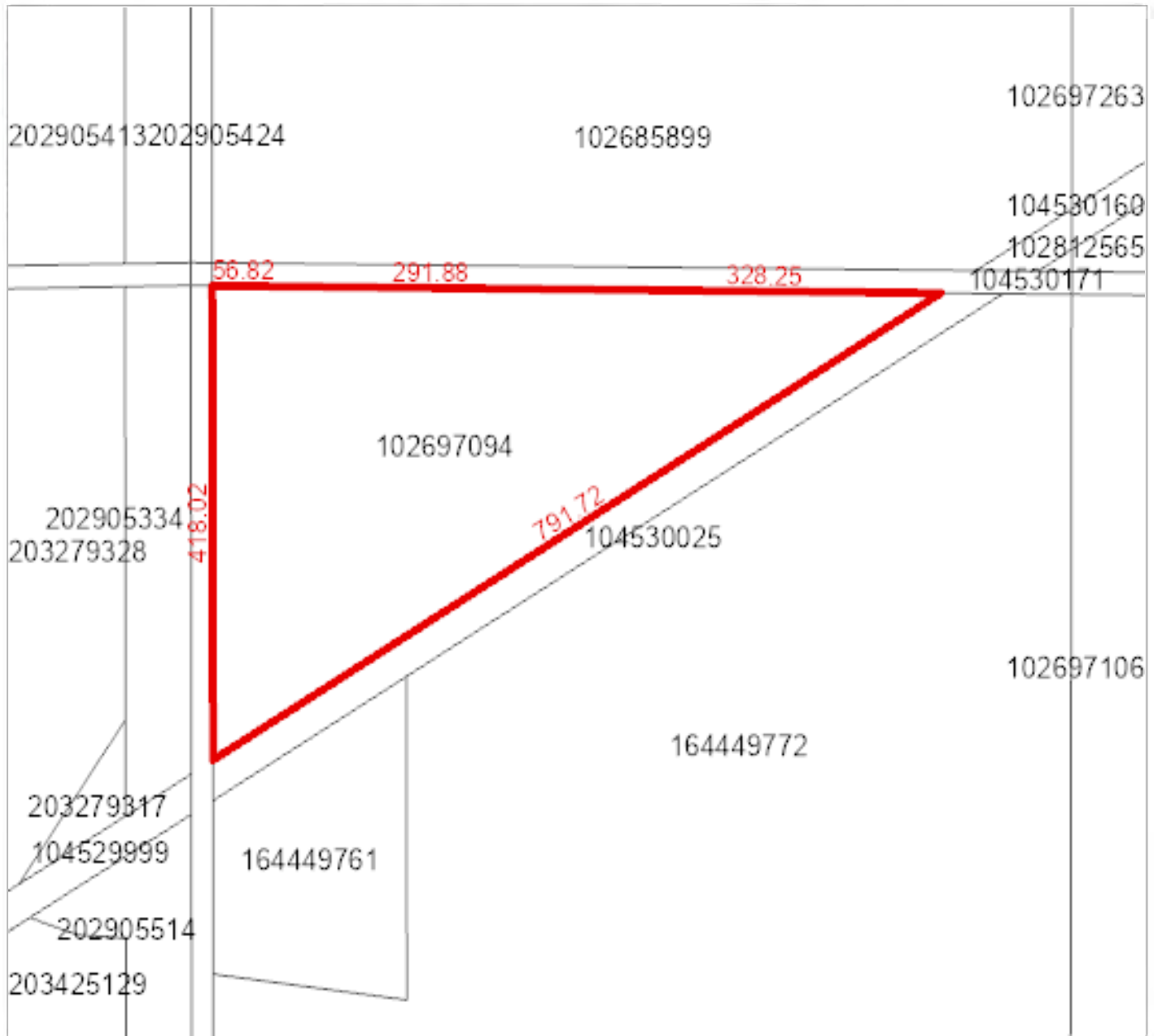
**Owner Name(s) :** GENESIS OPERATING GP INC.**Municipality :** RM OF PENSE NO. 160**Title Number(s) :** 153275531**Parcel Class :** Parcel (Generic)**Land Description :** NW 22-17-24-2 Ext 1**Source Quarter Section :** NW-22-17-24-2**Commodity/Unit :** Not Applicable**Area :** 14.148 hectares (34.96 acres)**Converted Title Number :** 98MJ00780**Ownership Share :** 1:1

Exhibit “6” to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

Lease Amending Agreement

THIS LEASE AMENDING AGREEMENT dated this 2nd day of February 2023

BETWEEN:

Schuler Holdings Ltd.

(the "Landlord")

- AND -

AgraCity Crop & Nutrition Ltd.

(the "Tenant")

Background

- A. The Landlord and the Tenant entered into the lease (the "Lease") dated November 1, 2019, for the premises (the "Premises") located at 2900 Jasper Avenue, Saskatoon, SK.
- B. The Landlord and the Tenant desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").
- C. This Agreement is the 3rd amendment to the Lease.
- D. Landlord or Tenant to give 2 months' notice not to renew at the end of the term.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

1.1 Basic Terms

- | | | | |
|-----|------------|----------------------|--|
| (a) | (i) | Landlord: | Schuler Holdings Ltd. |
| | (ii) | Address of Landlord: | 2922 Jasper Avenue S
Saskatoon, SK
S7J 4L7 |
| (b) | (i) | Tenant: | AgraCity Crop & Nutrition Ltd. |
| | (ii) | Address of Tenant: | 320 22 nd Street E
Saskatoon, SK |
| (c) | (i) | Location: | 2900 Jasper Avenue S
Saskatoon, Saskatchewan |
| | (ii) | Parcel | 119935019 |
| (d) | (i) | Term: | Twelve (12) months |
| | (ii) | Commencement Date: | July 1, 2025 |
| | (iii) | Expiry Date: | June 30, 2026 |
| (e) | Basic Rent | | |
| | (i) | Annually | \$81,000.00 plus GST |
| | (ii) | Monthly | \$6,750.00 plus GST |

IN WITNESS WHEREOF, this Amendment of Lease has been duly executed by the parties hereto the date and year first above written.

Landlord: Schuler Holdings Ltd.

Signature: _____

Per: _____

Date: _____

Tenant: AgraCity Crop & Nutrition Ltd.

Signature: _____

Per: Jason Mann

Date: Jun 11, 2025

LEASE EXTENSION AND AMENDING AGREEMENT

THIS LEASE EXTENSION AND AMENDING AGREEMENT made this 22nd day of November 2023

BETWEEN:

101196566 SASKATCHEWAN LTD., a body corporate,
with offices at the City of Saskatoon, in the Province of Saskatchewan.

(the "Landlord")

OF THE FIRST PART

AND:

AGRA CITY CROP & NUTRITION LTD., bodies corporate,
with offices at the City of Saskatoon, in the Province of Saskatchewan

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to various lease documents entered into between the Landlord and Tenant, as more particularly set out in Schedule "A" attached hereto (collectively, the "Lease"), the Landlord leased to the Tenant certain premises in the building 302 Melville Street, Saskatoon, Saskatchewan (the "Building"), having a legal description described in the Lease;
- B. The term of the Lease expires on **February 29, 2024**, and the Landlord and Tenant have agreed to extend the term of the Lease and amend the Lease, on the terms and conditions hereafter set out;

NOW THEREFORE, THIS AGREEMENT witnesseth that in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree, each with the other, as follows:

Definitions:

1. Capitalized terms used but not defined herein have the meaning ascribed thereto in the Lease.

Extension Term:

2. The term of the Lease is hereby extended for a further period of four (4) years, commencing **March 1, 2024**, and terminating on **February 29, 2028** ("Extension Term").

Basic Rent:

3. The Tenant shall pay Basic Rent for in the amount of **Five Hundred Seventy Two Thousand Five Hundred Thirty-Three Dollars and Fifty Cents (\$572,533.50)** per year, calculated on the basis of **Eight Dollars and Twenty-Five Cents (\$8.25)** per rentable square foot per year for 69,398 square feet (which exclude office space), with such rental to be made by equal monthly installments of **Forty Seven Thousand Seven Hundred Eleven Dollars and Thirteen Cents (\$47,711.13) plus GST**. Basic Rent to continue until the expiry of the Extension Term.

Occupancy Costs:

4. The Tenant shall continue to pay Occupancy Costs in the same manner as Basic Rent on the first day of each month based on 72,898 square feet, which includes office space.

Further Extension:

5. The Landlord is granting the Tenant one (1) additional one (1) year Option to Renew that would commence March 1, 2028 and terminate February 28, 2029.

Other Conditions:

6. All of the terms and conditions of the Lease shall govern the Extension Term, except as amended by the terms of this Agreement and that there shall be no further right of extension, rent free periods, rental concessions, inducements, allowances or any other similar items that may have been applicable during the initial Term. Other than as expressly amended by this Lease Extension and Amending Agreement, the Landlord and the Tenant confirm and adopt the terms of the Lease.

Counterpart Execution:

7. This Agreement may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communications producing printed copy, each of which, when so executed and delivered, 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 the date first written above.

IN WITNESS WHEREOF, the Landlord has hereunto executed this Agreement the 22nd day of NOVEMBER, 2023.



101196566 SASKATCHEWAN LTD.

PER: _____

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Print Name: _____

Tim Young

IN WITNESS WHEREOF, the Tenant has hereunto executed this Agreement the _____ day of _____, 2023.

WITNESS _____

PER: _____

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Print Name: _____

Jason Mann

SCHEDULE "A"

1. Lease Agreement dated November 30, 2017.
2. A Lease Supplement Addendum dated January 4, 2018.
3. An Amendment to the Lease dated August 24, 2018.
4. A Lease Extension and Amending Agreement dated October 20, 2020.
5. A Lease Extension and Amending Agreement dated the October 31, 2021.
6. A Lease Extension and Amending Agreement dated the October 31, 2022.

Exhibit "7" to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

AgraCity Crop & Nutrition Ltd
Capital Asset Schedule
As of September 30, 2025

Purchase Date	Vendor	Description	Other Info	Location	Own/Lease	Cost	Accumulated Depreciation	NBV at Sep 30 2025	Liability September 30, 2025	End Date
16320 Sales Vehicles										
2022-02-08	Jubilee Ford Sales (1983) Ltd	2022 Ford F150 XLT	1FTEW1E57NFA35805	SK - Saskatchewan	Leased	64,458.31 -	45,665.49	18,792.82 -	12,866.42	Feb-26
2022-03-28	Jubilee Ford Sales (1983) Ltd	2022 Ford F150 XLT	1FTFW1E50NFA35807	SK - Saskatchewan	Leased	64,458.31 -	45,665.49	18,792.82 -	14,290.17	Mar-26
2022-03-28	Jubilee Ford Sales (1983) Ltd	2022 Ford F150 XLT	1FTFW1E52NFA35808	SK - Saskatchewan	Leased	64,458.31 -	45,665.49	18,792.82 -	14,290.17	Mar-26
2024-05-02	Jubilee Ford Sales (1983) Ltd	2024 Ford F150 XLT	1FTFW2L54RFA27966	SK - Saskatchewan	Leased	75,882.61 -	30,732.46	45,150.15 -	62,242.70	May-29
Equipment - Forklifts & others										
2024-06-14	Kubota Canada	Compact Track Loader 2024 KBCZ053CLR1B22751	Serial No. ISVL75-3	SK-Saskatoon	Lease	106,288.52 -	36,536.68	69,751.84 -	87,883.45	Jun-27
2024-08-01	Toyota Industries Commerical	5 x New Toyota Lift Truck	Serial No. 32549,32551, 32565, 32560, 32557, 32584	SK-Saskatoon	Lease	339,770.67 -	116,706.74	223,063.93 -	261,115.56	Aug-29
2024-09-01	Toyota Industries Commerical	1 x New Toyota Lift Truck	Serial No 26127	SK-Saskatoon	Lease	61,625.00 -	21,183.60	40,441.40 -	48,635.11	Aug-29
2024-08-01	Toyota Industries Commerical	1 x New Toyota Lift Truck	Serial No 32517	SK-Saskatoon	Lease	56,198.33 -	19,357.93	36,840.40 -	44,791.12	Aug-29
Grand Total						833,140.06 -	361,513.88	471,626.18		

Mpower Logistics Ltd
Leased Assets
As of Sep 30, 2025

Purchase Date	Asset	Description	VIN	Location	Own/Lease	Cost	Depreciation	NBV as at Sep 30 2025	Estimated Value
2023/02/01	Power Units & Trucks	2016 Freightliner Cascadia	1FUJGLD52GLHT6000	SK-Saskatoon	BMO Finance	\$102,661.00	-\$87,390.23	\$15,270.77	\$40,000.00
2021/11/25	Trailers	2022 Doepker Legacy Super B Trailer	2DEALBE31N4043040 & 2DEALBA27N4043041	SK-Saskatoon	Carbon Capital Leasing	\$155,650.00	-\$123,235.94	\$32,414.06	\$120,000.00
2021/03/26	Power Units & Trucks	2020 International CV	1HTKTSWM5LH354627	SK-Saskatoon	Hitachi Capital Financing	\$116,134.00	-\$95,818.69	\$20,315.31	\$80,000.00
2021/11/01	Trailers	2022 Load King	2LDAH2837NV072101 &	SK-Saskatoon	RCAP Leasing	\$141,280.00	-\$111,858.48	\$29,421.52	\$115,000.00

Exhibit "8" to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

Overview of Critical Software and Its Cost Estimates

Summary: The total annual IT Software cost is approximately \$450K.

Enterprise Applications - No charges due to discontinued vendor support.

Microsoft Dynamics AX 2012 R2 – An ERP (enterprise resource planning) system is software platform businesses use to manage and integrate data across core processes such as finance, procurement, production, and supply chain. ERP systems centralize data, streamline operations, and enhance decision making across the organization.

Current Status: The vendor has discontinued support for the product, which is planned for migration to a new platform. Consequently, no vendor support or maintenance fees are currently incurred.

Microsoft Dynamics CRM 2013 - CRM systems act as a central hub for all customer data, including contact information, communication history, and purchase details.

Current Status: The vendor has discontinued support for the product, which is planned for migration to a new platform. Consequently, no vendor support or maintenance fees are currently incurred.

Microsoft SQL Server 2012 - Microsoft SQL Server is a relational database management system (RDBMS) used to store, manage, and retrieve data for applications. It supports SQL-based querying, high availability, security, and integration

Current Status: The vendor has discontinued support for the product, which is planned for migration to a new platform. Consequently, no vendor support or maintenance fees are currently incurred.

Microsoft SQL Server Reporting Services (SSRS) 11.x is a reporting tool used to create, manage, and deliver paginated reports from SQL Server data. It enables users to generate detailed, formatted reports and share them via web, email, or export to formats like PDF and Excel.

Current Status: The vendor has discontinued support for the product, which is planned for migration to a new platform. Consequently, no vendor support or maintenance fees are currently incurred.

Workplace Productivity Tools - Approx Cost: 168000/- CAD per Annum

Microsoft Dynamic 365 E5 - Office 365 E5 is a cloud-based suite of Microsoft 365 productivity apps combined with advanced voice, analytics, security, and compliance services.

Microsoft Teams - A Teams Phone with Calling Plan package is a cloud-based phone system that enables users to make, receive, and transfer calls to and from landlines and mobile

Microsoft Security - Microsoft Defender XDR/EDR, Managed Desktop Security Operations Center (SOC), Microsoft Intune, all endpoints enrolled into Microsoft Intune.

Infrastructure - Approx Cost: 80,000/- CAD per Annum

SaskTel Colocation DataCenter - SaskTel's Tier III Colocation Data Centres provide dependable, scalable, and secure infrastructure to support business growth and high availability. Each pre-configured rack includes combination-lock doors, two standard PDUs, and shared internet access with up to 30 IP addresses. With 99.99% guaranteed uptime and advanced security systems, these facilities offer a reliable, efficient, and cost-effective environment for hosting mission-critical applications.

Approx Cost – 6000 /- CAD Per Month

Veeam Backup - Veeam Based backup for O365 and all the VM's. – Online (Daily) & Offline (Bi-Weekly)
Additional database backup on the NAS – Online (Daily) & Offline (Bi-Weekly)

Approx Cost – 8000 /- CAD Per Annum

SaaS Applications - Current Approx Cost – 186,400/- CAD per Annum

Samsara - Samsara's AI-powered technology helps lower costs and improve fleet safety with AI-powered dash cams, real-time GPS, ELD, telematics, maintenance, routing, and compliance.

Approx Cost – 32,000 /- CAD Per Annum

ADP - is the all-in-one platform for payroll and HR software, providing expert support and analytics for data-driven insights.

Approx Cost – 6,000 /- CAD Per Month

Adobe - Adobe offers a wide range of software, including those for photo editing, graphic design, video editing, web design, mobile app development, and document management.

Approx Cost – 1,700 /- CAD Per Month

MailChimp – Mailchimp is a simple, all-in-one email marketing tool with automation

Approx Cost – 4,200 /- CAD Per Annum

TrueDialog - TrueDialog is a business SMS platform for mass texting, ideal for marketing, customer support, and alerts, with strong compliance features.

Approx Cost – 3,000 /- CAD Per Month

Fortinet Cybersecurity - Fortinet is a cybersecurity company offering firewalls and security solutions to protect networks, devices, and cloud environments from cyber threats.

Approx Cost – 2,000 /- CAD Per Annum

iPro Tech - The IPRO Enterprise Litigation Content Management system is one of the only eDiscovery software platforms that allow users to cull, process, review, and produce terabytes of data without the need to import and export between applications

Approx Cost – 13,000 /- CAD Per Annum

Sprout Social - unified social media management platform enables your team to extract real business value, strengthen your market position and drive revenue—quickly.

Approx Cost – 600 /- CAD Per Month

Agracity Website – Current Average Cost - \$3,600/-CAD (Pay Per usage) / Annum - If the website experiences higher traffic, the charges will increase accordingly.

Vercel – is a cloud platform for fast, scalable web app and static site deployment, optimized for frameworks like Next.js with built-in CI/CD and serverless support.

Approx Cost – 50 /- CAD Per Month (Pay Per usage)

Sanity – is a headless CMS (Content Management System) that lets developers and content teams manage structured content for websites and applications. It offers real-time collaboration, customizable content models, and integrates easily with frontend frameworks like Next.js and React.

Approx Cost – 10 /- CAD Per Month (Pay Per usage)

Algolia – is a hosted search and discovery API platform that delivers fast, relevant search experiences for websites and apps. It offers features like typo tolerance, autocomplete, and real-time results, making it ideal for e-commerce, SaaS, and content-heavy platforms.

Approx Cost – 10 /- CAD Per Month (Pay Per usage)

Supabase – is an open-source backend-as-a-service (BaaS) platform that provides a PostgreSQL database, real-time subscriptions, authentication, storage, and serverless functions. It's designed to help developers build scalable web and mobile apps quickly.

Approx Cost – 50 /- CAD Per Month (Pay Per usage)

OpenAI – AI subscription gives users access to advanced AI tools and services, such as language models, image generation, or speech recognition. For example, OpenAI offers subscriptions like **ChatGPT Plus**, which provides enhanced access to GPT-4 features, faster responses, and priority usage. These subscriptions unlock premium capabilities beyond free tiers for individuals, teams, or enterprises.

Approx Cost – 50 /- CAD Per Month (Pay Per usage)

GitHub - GitHub is a web-based platform for version control and collaboration that uses Git. It allows developers to host, review, and manage code repositories, track changes, and work together on software projects. It also offers features like issue tracking, project management, and integration with CI/CD tools.

Approx Cost – 20 /- CAD Per Month (Pay Per usage)

Digital Ocean is a cloud infrastructure provider that offers simple and scalable virtual servers (called Droplets), managed databases, storage, and networking services. It's popular among developers for its ease of use, straightforward pricing, and tools to deploy, manage, and scale applications quickly.

Approx Cost – 110 /- CAD Per Month (Pay Per usage)

Domain - Current Approx Cost – 6000 /- CAD Per Annum

lonas – is a global cloud services provider offering a range of digital solutions, including domain registration, web hosting, cloud infrastructure, and email services.

Approx Cost – 500 /- CAD Per Month

Not Included - Internet, Traditional Phone systems, Toll Free numbers, Mobile & its Plans, Hardware, Printer & Accessories etc.,

Exhibit "9" to the Affidavit of Jason Mann sworn
before me via electronic means at Regina in the
Province of Saskatchewan, this 25th day of
November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

AgraCity Crop & Nutrition Ltd.

Balance Sheet - Preliminary

September 30, 2025, with comparative prior year information

Unaudited

	2025	2024
Assets		
Current assets		
Cash	\$ 2,367	\$ 132,848
Accounts receivable	203,263	145,720
Taxes recoverable	246,259	-
Inventory	4,150,426	2,960,119
Prepaid expenses	577,660	862,232
	5,179,975	4,100,919
Investment in Genesis	7,110,000	7,110,000
Property, plant and equipment, net of accumulated amortization	9,801,148	6,179,676
Intangibles, net of accumulated amortization	152,768	152,768
Deferred development - marketing project	102,906	287,295
Due from related parties	25,801,693	18,164,465
	\$ 48,148,490	\$ 35,995,123

Liabilities and Shareholders' Deficiency

Current liabilities		
Accounts payable and accrued liabilities	\$ 13,159,735	\$ 8,581,648
Taxes payable	-	1,249,945
Deferred revenue	32,670,105	21,351,463
Current portion of long term liabilities	235,508	522,634
Current portion of lease obligations	103,544	113,780
	46,168,892	31,819,470
Trade facility credit	6,264,792	6,074,514
Long term debt	683,400	87,614
Lease obligations	334,221	445,184
	7,282,413	6,607,312
Shareholders' deficiency		
Share capital	100	100
Deficit	(5,302,915)	(2,431,759)
	(5,302,815)	(2,431,659)
	\$ 48,148,490	\$ 35,995,123

AgraCity Crop & Nutrition Ltd.

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Statement of Operations and Deficit - Preliminary

For the year ended September 30, 2025, with comparative prior year

Unaudited

	2025	2024
Product sales	\$ 19,594,043	\$ 67,445,001
Cost of goods sold	10,778,218	41,013,868
Gross margin (39%; 2023: 41%)	8,815,825	26,431,134
Other product costs		
Freight	1,123,974	4,524,260
Royalty costs	1,180,161	2,842,329
Storage and handling	361,611	197,345
Total other product costs	2,665,746	7,563,934
Contribution margin (28%; 2023: 29%)	6,150,079	18,867,200
Selling, general and administrative expenses		
Salaries and benefits	6,119,491	7,075,586
Professional fees	1,192,504	1,309,740
Warehouse occupancy	1,138,574	1,170,659
Credit card fees	533,954	1,069,514
Subscriptions, software licensing, and data support	621,591	831,671
Advertising and promotion	424,291	732,456
Insurance	621,898	654,583
Travel, meals, and entertainment	381,772	525,945
Office occupancy	549,742	535,625
Consulting	173,971	400,405
Office expenses	341,776	386,598
Equipment lease and maintenance	93,938	259,177
Project development and market research	74,921	184,137
Bad debt expense (recovery)	15,351	78,626
Total selling, general and administrative expenses	12,283,773	15,214,724
Operating EBITDA (5%; 2023: 10%)	(6,133,694)	3,652,476
Net operating income and expenses		
Management and administrative revenue	852,886	49,904
Grants and subsidies	-	116,526
Interest income	1,308	35,563
Foreign exchange gain (loss)	(428,175)	(35,485)
Legal settlement	(300,000)	-
Gain (loss) on settlement of debt	2,863,699	(238,617)
Gain (loss) on disposal of assets	(28,387)	14,860
Total non operating income and expenses	2,961,331	(57,250)
EBITDA	(3,172,362)	3,595,226
Amortization	564,211	767,139
EBIT	(3,736,574)	2,828,088
Interest	196,582	165,128
Income tax expense (recovery)	(1,062,000)	521,010
Net income (deficit)	\$ (2,871,156)	\$ 2,141,949
Deficit, beginning of period	(2,431,759)	(4,573,709)
Deficit, end of period	\$ (5,302,915)	\$ (2,431,759)

Agracity Crop & Nutrition Ltd
As at September 30, 2025

Due from (to) related parties

101072497 SK Ltd.	(586,094)
101114752 SK Ltd.	9,775,427
101179684 SK Ltd.	343,637
101258391 Saskatchewan Ltd	80,363
AgForce Aerial Services Inc	1,408,170
Catalyst Technologies Ltd	(19,141)
Genesis Fertilizers Limited Partnership	884,022
Genesis G&F Operating LP	5,383,367
Genesis Grain & Fertilizer LP	1,000,000
MPower Logistics Ltd.	2,624,451
NewAgco Inc.	12,584,971
Allowance for doubtful accounts (CF from 2019 review)	(7,677,480)
	<u>25,801,693</u>

NewAgco Inc.
As at September 30

Balance Sheet	2025	2024
Assets		
Current Assets		
Cash	\$ 2,965	\$ 6,891
Prepaid expenses	1,100	-
	4,065	6,891
Long Term Assets		
Investment in subsidiaries	192	192
Intangible assets	8,404,046	8,447,966
	8,404,238	8,448,158
Total assets	\$ 8,408,303	\$ 8,455,049
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 424,865	\$ 476,627
Due to government	82,390	74,443
	507,255	551,070
Long term liabilities		
Due to related parties (see schedule)	8,666,952	7,769,406
Total liabilities	9,174,207	8,320,476
Shareholders' equity		
Share capital	50	50
Retained earnings (accumulated deficit)	(765,955)	134,523
	(765,905)	134,573
Total liabilities & shareholders' equity	\$ 8,408,302	\$ 8,455,049

NewAgco Inc.
For the year ended

Statement of Income	2025	2024
Revenue		
Royalties	\$ 1,230,788	\$ 2,881,004
Other	2,794	9,753
	1,233,582	2,890,757
Expenses		
Amortization of intangible assets	977,238	842,887
Consulting fees	180,267	369,099
Interest & bank fees	11,241	9,236
Licenses & permits	176,857	143,122
Office expenses	61,055	84,789
Professional fees	68,595	136,042
Project development	-	2,486
Salaries & benefits	636,041	763,347
Travel, meals & entertainment	21,689	92,714
	2,132,983	2,443,722
Income (loss) from operations	(899,401)	447,035
Loss on foreign exchange	(1,077)	(6,471)
Net income (loss)	\$ (900,478)	\$ 440,564

Statement of Retained Earnings		
Retained earnings (deficit), beginning of year	\$ 134,523	\$ (306,041)
Net income (loss)	(900,478)	440,564
Retained earnings (deficit), end of period	\$ (765,955)	\$ 134,523

NewAgco Inc.**As at September 30, 2025****Due to (from) related parties**

AgraCity Crop & Nutrition Ltd.	12,584,971	RBACNL
Agronomax Farm Management Solutions Inc	(422,682)	RPAGX
CarbonTerra Ltd.	(1,245,966)	RPCARB
Genesis AgraTech Solutions Ltd.	(1,734,359)	RPGAT
Viking Crop Production Partners Inc.	(515,012)	RPVIK
	<u>8,666,952</u>	

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MPower Logistics Ltd.

Balance Sheet

September 30, 2025, with comparative prior year period information

	2025	2024
Assets		
Current assets		
Cash	\$ 31,134	\$ 18,637
Accounts receivable	-	3,045
Prepaid expenses	63,556	93,287
	94,690	114,970
Property, plant and equipment, net of accumulated amortization	138,884	570,446
	\$ 233,574	\$ 685,416
Liabilities and Shareholders' Deficiency		
Current liabilities		
Accounts payable and accrued liabilities	\$ 143,814	\$ 98,781
Wages payable	50,898	68,824
Taxes payable	69,289	110,529
Current portion of long term liabilities	100,650	159,226
Current portion of lease obligations	44,668	99,715
	409,319	537,074
Long term lease obligations	18,592	152,094
Long term debt	-	4,305
Due to related parties (schedule)	2,109,947	1,324,454
	2,128,539	1,480,853
Shareholders' deficiency		
Share capital	100	100
Deficit	(2,304,384)	(1,332,611)
	(2,304,284)	(1,332,511)
	\$ 233,574	\$ 685,416

MPower Logistics Ltd.

Statement of Earnings and Deficit

For the year ended September 30, 2025, with comparative prior year information

Unaudited

	2025	2024
Revenue		
Sales to related parties	\$ 560,459	\$ 3,451,911
Sales to third parties	95,759	124,654
	656,217	3,576,565
Expenses		
Salaries and benefits	732,929	946,197
Equipment repair and maintenance	287,310	680,464
Fuel	248,146	715,748
Equipment lease, license and insurance	112,721	184,314
Consultants & contracted drivers	64,931	126,291
Office expenses	63,845	85,081
Telephone	9,814	25,090
Bad debt expense	12,863	-
Storage	-	18,200
Travel expenses	769	4,531
	1,533,327	2,785,916
Operating EBITDA	(877,110)	790,649
Non operating income (expenses):		
Grants and subsidies	-	20,223
Gain (loss) on disposal of capital assets	289,718	8,397
	289,718	28,620
EBITDA	(587,392)	819,269
Amortization	353,293	241,035
Earnings before interest and taxes	(940,685)	578,234
Interest	31,088	42,220
Net income (loss)	(971,773)	536,014
Deficit, beginning of period	(1,332,611)	(1,868,625)
Deficit, end of period	\$ (2,304,384)	\$ (1,332,611)

MPower Logistics Ltd.
As at September 30, 2025

Due to (from) related parties

101258391 Saskatchewan Ltd	(156,271)
AgraCity Crop & Nutrition Ltd.	2,624,451
Genesis G&F Operating LP	(358,233)
	<u>2,109,947</u>

Carbonterra Ltd.
As at September 30

Balance Sheet	2025	2024
Assets		
Current Assets		
Cash	\$ 1,001	\$ 693
Receivable from government	373	33,235
	1,374	33,928
Long Term Assets		
Property, plant & equipment	1,592	1,592
Intangible assets	16,890	16,890
	18,482	18,482
Total assets	\$ 19,856	\$ 52,410
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 50,888	\$ 75,486
	50,888	75,486
Long term liabilities		
Due to related parties (see schedule)	1,137,204	1,101,546
Total liabilities	1,188,092	1,177,032
Shareholders' equity		
Share capital	1	1
Accumulated deficit	(1,168,237)	(1,124,623)
	(1,168,236)	(1,124,622)
Total liabilities & shareholders' equity	\$ 19,856	\$ 52,410

Carbonterra Ltd.
For the year ended

Statement of Income	2025	2024
Revenue	\$ 10,575	\$ -
Expenses		
Consulting fees	28,707	113,991
Interest & bank fees	777	890
Software licensing	24,705	63,009
Office expenses	-	530
Professional fees	-	2,403
Travel, meals & entertainment	-	1,250
	54,189	182,073
Net income (loss)	\$ (43,614)	\$ (182,073)

Statement of Retained Earnings		
Deficit, beginning of year	\$ (1,124,623)	\$ (942,550)
Net income (loss)	(43,614)	(182,073)
Deficit, end of year	\$ (1,168,237)	\$ (1,124,623)

Carbonterra Ltd.
As at September 30, 2025

Due to (from) related parties

NewAgco Inc.	1,245,966
GHG Registry	(108,762)
	<u>1,137,204</u>

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AgronoMax Farm Management Solutions Inc.
As at September 30

Balance Sheet	2025	2024
Assets		
Current Assets		
Cash	\$ 201	\$ 1,259
Prepaid expenses & deposits	-	1,921
Accounts receivable	24,540	34,736
	24,741	37,916
Long Term Assets		
Property, plant & equipment	110,282	161,182
	110,282	161,182
Total assets	\$ 135,023	\$ 199,098
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 10,475	\$ 406
Due to government	14,374	13,282
Due to NewAgco Inc.	422,682	427,245
	447,531	440,933
Shareholders' equity		
Capital stock	100	100
Retained earnings	(312,608)	(241,935)
	(312,508)	(241,835)
Total liabilities & shareholders' equity	\$ 135,023	\$ 199,098

AgronoMax Farm Management Solutions Inc.
For the year ended September 30

Statement of Income	2025	2024
Product sales	\$ 1,970	\$ 68,410
Other income	-	1,115
	1,970	69,525
Expenses		
Salaries, benefits & operational consulting	24	35,805
General & administration		
Office expenses	14,081	21,427
Professional fees	-	3,591
Amortization	50,899	101,799
Finance costs	121	417
	72,643	163,039
Net income (loss)	\$ (70,673)	\$ (93,514)

Statement of Accumulated Deficit	2025	2024
Accumulated deficit, beginning of year	\$ (241,935)	\$ (148,421)
Net income (loss)	(70,673)	(93,514)
Accumulated deficit, end of year	\$ (312,608)	\$ (241,935)

14492676 Canada Inc.

Balance Sheet

As of September 30, 2025

	Sep 30, 25	Sep 30, 24
ASSETS		
Other Assets		
18100 · Investment in Viking	1.00	1.00
Total Other Assets	1.00	1.00
TOTAL ASSETS	1.00	1.00
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	327.00	0.00
Total Accounts Payable	327.00	0.00
Total Current Liabilities	327.00	0.00
Total Liabilities	327.00	0.00
Equity		
30100 · Common shares	1.00	1.00
Net Income	-327.00	0.00
Total Equity	-326.00	1.00
TOTAL LIABILITIES & EQUITY	1.00	1.00

14492676 Canada Inc.
Profit & Loss
October 2024 through September 2025

	Oct '24 - Sep 25	Oct '23 - Sep 24
Income	0.00	0.00
Expense		
66700 · Professional Fees	327.00	0.00
Total Expense	327.00	0.00
Net Income	-327.00	0.00

Viking Crop Production Partners Inc.
As at September 30

Balance Sheet	2025	2024
Assets		
Current Assets		
Cash	\$ 817	\$ 55,123
Inventory	56,540	162,033
Receivable from government	31,868	9,423
Prepaid expenses	-	1,176
	89,225	227,755
Long Term Assets		
Property, plant & equipment	3,096	12,567
Intangible assets	136,495	104,620
	139,591	117,187
Total assets	\$ 228,816	\$ 344,942
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 159,146	\$ 410,120
Deferred revenue	396,305	102,775
	555,451	512,895
Long term liabilities		
Due to NewAgco Inc.	515,012	398,368
Total liabilities	1,070,463	911,263
Shareholders' equity		
Share capital	1	1
Accumulated deficit	(841,648)	(566,322)
	(841,647)	(566,321)
Total liabilities & shareholders' equity	\$ 228,816	\$ 344,942

Viking Crop Production Partners Inc.
For the year ended September 30

Statement of Income	2025	2024
Product sales	\$ 1,209,856	\$ 1,408,043
Cost of goods sold	899,135	1,115,890
Gross margin (25.7%, 2024 -20.7%)	310,721	292,153
Expenses		
Amortization	636	-
Consulting fees	302,883	298,403
Salaries & benefits	201,079	279,932
Advertising	109	32,848
Travel	14,535	28,391
Office occupancy	17,076	16,068
Licenses & permits	30,216	11,736
Office expenses	6,599	2,971
Professional fees	312	1,619
Interest & bank fees	894	886
	574,339	672,854
Income (loss) from operations	(263,618)	(380,701)
Gain (loss) on foreign exchange	(11,708)	(847)
Net income (loss)	\$ (275,326)	\$ (381,548)

Statement of Retained Earnings (Deficit)	2025	2024
Deficit, beginning of year	\$ (566,322)	\$ (184,774)
Net income (loss)	(275,326)	(381,548)
Deficit, end of year	\$ (841,648)	\$ (566,322)

101114752 Saskatchewan Ltd.

As at

	Sep 30 2025	Mar 31 2025
Balance Sheet		
Assets		
Current Assets		
Cash	\$ 99	\$ 99
Due from related parties (see schedule)	5,223,974	5,223,972
	5,224,073	5,224,071
Long Term Assets		
Investment in subsidiary	100,000	100,000
	100,000	100,000
Total assets	\$ 5,324,073	\$ 5,324,071
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 1,700	\$ 1,700
Due to government	2,362,884	2,270,244
	2,364,584	2,271,944
Total liabilities	2,364,584	2,271,944
Shareholders' equity		
Share capital	100	100
Accumulated deficit	2,959,389	3,052,027
	2,959,489	3,052,127
Total liabilities & shareholders' equity	\$ 5,324,073	\$ 5,324,071

101114752 Saskatchewan Ltd.

For the period ended

	Apr - Sep 2025	Apr 2024 - Mar 2025
Statement of Income		
Revenue	-	-
Expenses		
Interest & bank fees	92,638	205,721
Professional fees	-	2,178
	92,638	207,899
Income (loss) from operations	(92,638)	(207,899)
Net income (loss)	\$ (92,638)	\$ (207,899)

Statement of Retained Earnings

Retained earnings, beginning of year	\$ 3,052,027	\$ 3,259,926
Net income (loss)	(92,638)	(207,899)
Retained earnings, end of year	\$ 2,959,389	\$ 3,052,027

101114752 Saskatchewan Ltd.**As at September 30, 2025****Due from (to) related parties**

101072498 SK Ltd.	132,432
101081453 SK Ltd.	2,351
101109712 SK Ltd.	8,933
101119534 SK Ltd	1,158,810
101176659 SK Ltd.	235,373
101187148 SK Ltd.	8,770
101256298 SK Ltd.	455,313
101256299 SK Ltd.	(5,003,674)
AgraCity Crop & Nutrition Ltd.	(9,819,629)
AgraCity Crop & Nutrition US	3,902,823
AgraCity Ltd.	1,054,408
AgraCity Services Inc.	929,611
AgrowFuel Ltd.	11,568
AgrowTerminals	6,429
Double Diamond Distn/DAWGS	774,597
Farmers of North America US	745,766
Farms & Families of North America Inc.	9,880,002
FNA Agracity Holdings Ltd.	13,397
FNA Fertilizer GP	67,459
FNA Fertilizer USA ULC	(3,171)
FNA Strategic Agriculture Institute	416,156
James Mann farm	21,702
MPower Management Team Ltd.	14,331
USA Dawgs Inc.	210,217
	<u>5,223,974</u>

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101072497 Saskatchewan Ltd.

As at

	Sep 30 2025	Dec 31 2024
Balance Sheet		
Assets		
Current Assets		
Cash	\$ 50	\$ 50
Due from AgraCity Crop & Nutrition Ltd.	586,094	585,233
Prepaid expenses	9,229	10,896
	595,373	596,179
Long Term Assets		
Investment in subsidiary	50	50
	50	50
Total assets	\$ 595,423	\$ 596,229
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ -	\$ 665
Due to government	13,226	13,367
	13,226	14,032
Long term liabilities		
Mortgage payable	586,796	586,796
Total liabilities	600,022	600,828
Shareholders' equity		
Share capital	100	100
Accumulated deficit	(4,699)	(4,699)
	(4,599)	(4,599)
Total liabilities & shareholders' equity	\$ 595,423	\$ 596,229

101072497 Saskatchewan Ltd.

For the period ended

	Jan - Sep 2025	Jan - Dec 2024
Statement of Income		
Revenue	\$ 8,101	\$ 116,240
Recoverable costs	8,101	116,240
Gross margin	-	-
Net income (loss)	\$ -	\$ -

Statement of Retained Earnings

Deficit, beginning of year	\$ (4,699)	\$ (4,699)
Net income (loss)	-	-
Deficit, end of year	\$ (4,699)	\$ (4,699)

Catalyst Technologies Ltd.
As at September 30

Balance Sheet	2025	2024
Assets		
Current Assets		
Cash	\$ 4	\$ 82,549
Accounts receivable	44,292	97,681
Due from AgraCity Crop & Nutrition Ltd.	19,141	-
	63,437	180,230
Long Term Assets		
Property, plant & equipment	7,928	4,008
	7,928	4,008
Total assets	\$ 71,365	\$ 184,238
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 146,961	\$ 134,449
Due to government	286,603	318,152
	433,564	452,601
Long term liabilities		
Due to AgraCity Crop & Nutrition Ltd.	-	156,631
Total liabilities	433,564	609,232
Shareholders' equity		
Share capital	1	1
Accumulated deficit	(362,200)	(424,995)
	(362,199)	(424,994)
Total liabilities & shareholders' equity	\$ 71,365	\$ 184,238

Catalyst Technologies Ltd.
For the year ended

Statement of Income	2025	2024
Revenue	\$ 745,578	\$ 764,483
Expenses		
Amortization	1,083	707
Consulting fees	171,562	292,600
Interest & bank fees	9,059	101,510
Software licensing	61,048	21,422
Office expenses	11,010	31,823
Professional fees	184	4,074
Salaries & benefits	423,377	457,511
Travel, meals & entertainment	5,460	5,822
	682,783	915,469
Net income (loss)	\$ 62,795	\$ (150,986)

Statement of Retained Earnings		
Deficit, beginning of year	\$ (424,995)	\$ (274,009)
Net income (loss)	62,795	(150,986)
Deficit, end of year	\$ (362,200)	\$ (424,995)

Genesis Grain & Fertilizer GP Inc

December 31, 2024

Genesis Grain & Fertilizer GP Inc
As at December 31

Balance Sheet	2024	2023
Assets		
Current Assets		
Cash	\$ 100	\$ 100
Accounts receivable	-	-
Prepaid expenses & deposits	-	-
Inventory	-	-
	100	100
Long Term Assets		
Due to From Related Parties	\$ (22,229)	\$ (21,765)
Long-term Investments	\$ -	\$ -
Property, plant & equipment	-	-
PP&E Accumulated Ammortization	-	-
	(22,229)	(21,765)
Total assets	\$ (22,129)	\$ (21,665)
Liabilities		
Current Liabilities		
CRA Payable	-	-
Sales Tax Payable	\$ -	\$ -
Interco Payable	-	-
Accounts Payable	4,758	21,895
Other Curren Liabilities-ACNL	-	-
	4,758	21,895
Long Term Liabilities		
Loan's Payable	-	-
Mortgage Payable	-	-
Capital lease obligations	-	-
Deferred Revenue	-	-
	-	-
Partners' equity	(26,887)	(43,560)
Total liabilities & partners' equity	\$ (22,129)	\$ (21,665)

Approved on behalf of the board of directors

 Jason Mann
 President

Genesis Grain & Fertilizer GP Inc
For the year ended December 31

Statement of Income	2024	2023
Sales	-	-
Cost of Sales	-	-
Gross Margin	-	-
Interest & Cost Recovery		
Expenses		
Office Expenses	\$ -	\$ -
Operating Expenses	-	-
Insurance and Liability	-	-
Equipment Expenses	-	-
Professional Fees	(16,673.09)	1,747.55
Interest Expenses	-	-
Financing, Duties, Service Charges, Exchange Gains & Losses	-	-
Ammortization		
	(16,673)	1,748
Other Expense:		
Loss from investment in partnership	-	-
Net loss	\$ 16,673	\$ (1,748)

Genesis Operating GP Inc

December 31, 2024

Genesis Operating GP Inc
As at December 31

Balance Sheet	2024	2023
Assets		
Current Assets		
Cash	\$ 100	\$ 100
Accounts receivable	-	-
Prepaid expenses & deposits	-	-
Inventory	-	-
	100	100
Long Term Assets		
Due to From Related Parties	\$ (3,124)	\$ (2,776)
Long-term Investments	\$ -	\$ -
Property, plant & equipment	-	-
PP&E Accumulated Ammortization	-	-
	(3,124)	(2,776)
Total assets	\$ (3,024)	\$ (2,676)
Liabilities		
Current Liabilities		
CRA Payable	-	-
Sales Tax Payable	\$ -	\$ -
Interco Payable	-	-
Accounts Payable	2,610	1,950
Other Curren Liabilities-ACNL	-	-
	2,610	1,950
Long Term Liabilities		
Loan's Payable	-	-
Mortgage Payable	-	-
Capital lease obligations	-	-
Deferred Revenue	-	-
	-	-
Partners' equity	(5,634)	(4,626)
Total liabilities & partners' equity	\$ (3,024)	\$ (2,676)

Approved on behalf of the board of directors

 Jason Mann
 President

Genesis Operating GP Inc
For the year ended December 31

Statement of Income	2024	2023
Sales	-	-
Cost of Sales	-	-
Gross Margin	-	-
Interest & Cost Recovery		
Expenses		
Office Expenses	\$ -	\$ -
Operating Expenses	-	-
Insurance and Liability	-	-
Equipment Expenses	-	-
Professional Fees	988.88	1,199.10
Interest Expenses	19.21	-
Financing, Duties, Service Charges, Exchange Gains & Losses	-	-
Ammortization		
	1,008	1,199
Other Expense:		
Loss from investment in partnership	-	-
Net loss	\$ (1,008)	\$ (1,199)

101187148 Saskatchewan Ltd.**As at**

	Sep 30 2025	Dec 31 2024
Balance Sheet		
Assets		
Current Assets		
Cash	\$ 100	\$ 100
	100	100
Long Term Assets		
Investment in subsidiaries	300	300
	300	300
Total assets	\$ 400	\$ 400
Liabilities		
Current Liabilities		
Accounts payable & accrued liabilities	\$ 300	\$ 300
Due to 101114752 Saskatchewan Ltd.	8,770	8,770
Total liabilities	9,070	9,070
Shareholders' equity		
Share capital	100	100
Accumulated deficit	(8,770)	(8,770)
	(8,670)	(8,670)
Total liabilities & shareholders' equity	\$ 400	\$ 400

101187148 Saskatchewan Ltd.

For the period

	Jan - Sep 2025	Jan - Dec 2024
Statement of Income		
Revenue	\$ -	\$ -
Expenses		
Professional fees	-	428
	-	428
Net income (loss)	\$ -	\$ (428)

Statement of Retained Earnings

Deficit, beginning of year	\$ (8,770)	\$ (8,342)
Net income (loss)	-	(428)
Deficit, end of year	\$ (8,770)	\$ (8,770)

FNA AgraCity Holdings Ltd.

As at

	Sep 30 2025	Dec 31 2024
Balance Sheet		
Assets		
Current Assets		
Cash	\$ 100	\$ 100
	100	100
Long Term Assets		
Investment in partnership, at cost	5,000	5,000
	5,000	5,000
Total assets	\$ 5,100	\$ 5,100
Liabilities		
Current Liabilities		
Due to 101114752 Saskatchewan Ltd.	13,397	13,397
Total liabilities	13,397	13,397
Shareholders' equity		
Share capital	100	100
Accumulated deficit	(8,397)	(8,397)
	(8,297)	(8,297)
Total liabilities & shareholders' equity	\$ 5,100	\$ 5,100

FNA AgraCity Holdings Ltd.
For the period

	Jan - Sep 2025	Jan - Dec 2024
Statement of Income		
Revenue	\$ -	\$ -
Expenses		
Professional fees	-	322
	-	322
Net income (loss)	\$ -	\$ (322)

Statement of Retained Earnings

Deficit, beginning of year	\$ (8,397)	\$ (8,075)
Net income (loss)	-	(322)
Deficit, end of year	\$ (8,397)	\$ (8,397)

Genesis G&F Operating Limited Partnership

Year To Date December 31, 2024 with comparative information for same period 2023

Balance Sheet	2024	2023
Assets		
Current Assets		
Cash	\$ 194,674	\$ 45,083
Accounts receivable	\$ 4,989	\$ 6,249
Prepaid expenses & deposits	\$ 344,231	\$ 262,900
Inventory	\$ 3,145,882	\$ 5,659,236
GST Recoverable	\$ 14,649	\$ 33,099
	3,704,425	6,006,567
Long Term Assets		
Property, plant & equipment, net of amortization	\$ 18,556,793	\$ 19,574,939
	18,556,793	19,574,939
Total assets	\$ 22,261,219	\$ 25,581,506
Liabilities		
Current Liabilities		
Accounts Payable	\$ 607,977	\$ 5,450,619
Deferred Revenue	\$ 237,207	\$ 911,823
Due to Related Parties	\$ 7,245,339	\$ 3,174,847
Current Portion of Loan	\$ 499,920	\$ 499,920
Current Portion of Lease	\$ 93,164	\$ 46,000
	8,683,607	10,083,210
Long Term Liabilities		
Loans Payable	\$ 420,664	\$ 420,664
Mortgage Payable	\$ 7,118,759	\$ 7,573,831
Capital lease obligations	\$ 185,894	\$ 148,340
	7,725,317	8,142,835
Total Liabilities	16,408,924	18,226,045
Partners' equity	\$ 8,303,267	\$ 8,303,267
Retained Earnings	\$ (2,450,972)	\$ (947,806)
	5,852,295	7,355,461
Total liabilities & partners' equity	\$ 22,261,219	\$ 25,581,506

Approved on behalf of the board of directors

Jason Mann
President

Genesis G&F Operating Limited Partnership

Year To Date December 31, 2024 with comparative information for same period 2023

Statement of Income	Originally Sent	
	2024	2023
Sales	\$ 7,837,143	\$ 13,922,423
Cost of Sales	\$ 6,211,426	\$ 12,506,685
Gross Margin	1,625,717	1,415,738
Expenses		
Consulting fees	\$ 234,891	\$ 260,400
Interest and bank charges	\$ 917,345	\$ 959,646
Ammortization on Capital Assets	\$ 1,180,627	\$ 827,039
Insurance	\$ 292,456	\$ 185,805
Professional Fees	\$ 83,328	\$ 189,730
Rent	\$ 11,548	\$ 36,824
Office and general	\$ 141,033	\$ 141,916
Travel	\$ 29,512	\$ 43,974
Utilities	\$ 42,157	\$ 60,709
Salaries and benefits	\$ 173,759	\$ 233,044
Repairs and maintenance	\$ 23,529	\$ 54,952
Meals and entertainment	\$ 22,249	\$ 10,637
Loss (gain) on foreign exchange	\$ (22,251)	\$ (146,613)
Financing, Duties, Service Charges, Exchange Gains & Losses	\$ -	\$ -
	3,130,182	2,858,064
Loss before the undernoted	\$ (1,504,465)	\$ (1,442,326)
Other income (expenses):		
Consulting Fee Income	\$ -	\$ 500,000
Gain/Loss sale of Capital Assets	\$ -	\$ (6,681)
Interest & Cost Recovery	\$ 1,943	\$ 1,200
Financing Charge recovery		
	1,943	494,519
Net loss	(1,502,522)	(947,806)

Financial Statements of

**GENESIS GRAIN & FERTILIZER
LIMITED PARTNERSHIP**

And Independent Practitioner's Review Engagement Report
thereon

Year ended December 31, 2023


KPMG LLP

500-475 2nd Avenue South
 Saskatoon, SK S7K 1P4
 Canada
 Telephone 306 934 6200
 Fax 306 934 6233

INDEPENDENT PRACTITIONER'S REVIEW ENGAGEMENT REPORT

To the Partners of Genesis Grain & Fertilizer Limited Partnership

We have reviewed the accompanying financial statements of Genesis Grain & Fertilizer Limited Partnership, which comprise the balance sheet as at December 31, 2023, the statement of operations, statement of partners' equity and statement of cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Genesis Grain & Fertilizer Limited Partnership as at December 31, 2023, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.



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Emphasis of Matter

We draw attention to Note 1 in the financial statements, which indicates that as of December 31, 2023 the Partnership's current liabilities exceeded its current assets by \$956,072 and its investee, Genesis G&F Operating Limited Partnership has current liabilities that exceeded the current assets by \$12,475,898 and has further commitments to spend approximately \$1,200,000. Its investee is not in compliance with its debt obligations and is economically dependent on sales, other income and financing from related parties. These conditions along with other matters as set forth in Note 1 to the financial statements indicate the existence of a material uncertainty that may cast significant doubt about the Partnership's ability to continue as a going concern. Our conclusion is not modified in respect of this matter.

A handwritten signature in black ink that reads 'KPMG LLP'. The signature is written in a cursive, stylized font. Below the signature is a long, horizontal, slightly wavy line.

Chartered Professional Accountants

Saskatoon, Canada

November 29, 2024

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Balance Sheet

December 31, 2023, with comparative information for 2022

	2023	2022
Assets		
Current assets:		
Cash	\$ 994	\$ 548
Prepaid expenses and deposits	-	2,862
	994	3,410
Due from related parties (note 3)	49,996	50,659
Investment in Genesis G&F Operating Limited Partnership (note 4)	7,355,804	8,303,527
	7,405,800	8,354,186
	\$ 7,406,794	\$ 8,357,596

Liabilities and Partners' Equity

Current liabilities:		
Accounts payable and accrued liabilities	\$ 60,424	\$ 34,030
Due to AgraCity Crop & Nutrition Ltd. (note 5)	896,642	887,118
	957,066	921,148
Partners' equity	6,449,728	7,436,448
Going concern (note 1)		
	\$ 7,406,794	\$ 8,357,596

See accompanying notes to financial statements.

On behalf of the Board:

_____ Partner _____ Partner

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Statement of Operations

Year ended December 31, 2023, with comparative information for 2022

	2023	2022
Expenses:		
Professional fees	\$ 35,331	\$ 46,493
Insurance	2,862	-
Office and general	804	632
	<u>38,997</u>	<u>47,125</u>
Loss before the undernoted item	(38,997)	(47,125)
Other expense:		
Loss from investment in partnership (note 4)	947,723	502,752
Net loss	<u>\$ (986,720)</u>	<u>\$ (549,877)</u>

See accompanying notes to financial statements.

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Statement of Partners' Equity

Year ended December 31, 2023, with comparative information for 2022

	Balance, beginning of year	Net loss	Balance, end of year
2023			
General Partner	\$ (398)	\$ (77)	\$ (475)
Limited Partners	7,436,846	(986,643)	6,450,203
	\$ 7,436,448	\$ (986,720)	\$ 6,449,728

	Balance, beginning of year	Net loss	Balance, end of year
2022			
General Partner	\$ (356)	\$ (42)	\$ (398)
Limited Partners	7,986,681	(549,835)	7,436,846
	\$ 7,986,325	\$ (549,877)	\$ 7,436,448

See accompanying notes to financial statements.

GENESIS GRAIN & FERTILIZER LIMITED

PARTNERSHIP

Statement of Cash Flows

Year ended December 31, 2023, with comparative information for 2022

	2023	2022
Cash provided by (used in):		
Operations:		
Net loss	\$ (986,720)	\$ (549,877)
Item not involving cash:		
Loss from investment in partnership	947,723	502,752
Changes in non-cash operating working capital:		
Prepaid expenses	2,862	-
Accounts payable and accrued liabilities	26,394	(229)
	(9,741)	(47,354)
Investing:		
Advances from related parties	10,187	45,063
Increase (decrease) in cash	446	(2,291)
Cash, beginning of year	548	2,839
Cash, end of year	\$ 994	\$ 548

See accompanying notes to financial statements.

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Notes to Financial Statements

Year ended December 31, 2023

Nature of operations:

Genesis Grain & Fertilizer Limited Partnership (the "Partnership") was established under the laws of the Province of Manitoba pursuant to the Declaration of Partnership dated September 17, 2014. The Partnership commenced operations on June 1, 2017, the closing date of the initial partnership unit offering. Its principal business activity is an investment in the development and operation of a nitrogen fertilizer plant in Western Canada through its limited partnership investment in Genesis Grain & Fertilizer Operating Limited Partnership.

1. Going Concern:

These financial statements have been prepared on the going concern basis which assumes that the Partnership will continue in operations for the foreseeable future and be able to realize its assets and discharge its liabilities in the normal course of business. There is material uncertainty that may cast significant doubt on the appropriateness of the going concern assumption because the Partnership has a shortfall of working capital with current liabilities exceeding current assets by \$956,072. Further, management is aware of material uncertainties related to its investment in Genesis G&F Operating Limited Partnership that may cast significant doubt upon the investee's ability to realize its assets and discharge its liabilities in the normal course of business.

The investee completed preliminary construction phase of its fertilizer storage and blending facility and commenced active operations in November 2022. As at December 31, 2023, the investee had a shortfall of working capital with current liabilities exceeding current assets by \$12,475,898. Further, the investee has committed to spend approximately \$1,200,000 towards contracts required to complete the facility and to commence operations. The investee is not in compliance with its debt obligations which are guaranteed by the Partnership (note 7), and is economically dependent on sales, other income and financing from related parties.

The Partnership's ability to continue as a going concern and realize its assets and discharge its liabilities and commitments in the normal course of business is dependent on the continued financial support of related parties and the ability of Genesis G&F Operating Limited Partnership to obtain sufficient financing to complete its facility and achieve and sustain future profitable operations and cash flows from operations. There is no assurance that Management's plans will be achieved.

These financial statements do not reflect adjustments that would be necessary if the going concern assumption were not appropriate because management believes that the measures described above will mitigate the effect of the conditions and events that cast a doubt on the appropriateness of this assumption. If the going concern basis was not appropriate, adjustments would be made to the carrying value of assets, the reported expenses, and the balance sheet classification used.

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Notes to Financial Statements (continued)

Year ended December 31, 2023

2. Significant accounting policies:

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises. The Partnership's significant accounting policies are as follows:

(a) Partnership basis of preparation:

These financial statements are prepared reflecting only the partners' assets, liabilities, revenues and expenses as are related to the entity operating as Genesis Grain & Fertilizer Limited Partnership.

Remuneration for the partners and interest on their investment has not been recognized in the statement of operations.

No provision has been made in these financial statements for income taxes as the partners must report the income (loss) earned by the Partnership individually and such taxes are the responsibility of each individual partner.

(b) Use of estimates:

The preparation of the financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include provisions for impairment of investment and assessment of going concern assumption. Actual results could differ from those estimates.

GENESIS GRAIN & FERTILIZER LIMITED

PARTNERSHIP

Notes to Financial Statements (continued)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(c) Financial instruments:

Financial instruments (including cash, due from related parties, accounts payable and accrued liabilities, and due to Agra City Corp and Nutrition Ltd.) are recorded at fair value on initial recognition and are subsequently recorded at cost or amortized cost. The Partnership has not elected to carry any such financial instrument at fair value.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Partnership determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to its estimated net recoverable amount. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

(d) Cash and cash equivalents:

Cash and cash equivalents consists of balances with financial institutions which have an initial term to maturity of three months or less.

(e) Investments in partnership:

The Partnership accounts for its limited partnership investments using the equity method whereby the investment is carried at cost and adjusted for any contributions or withdrawals and its share of the net earnings or losses of the investment.

(f) Revenue recognition:

Investment income including interest income is recognized as earned. The Partnership has no other revenue generating activities.

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Notes to Financial Statements (continued)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(g) Related party transactions:

Monetary and non-monetary related party transactions and non-monetary related party transactions that have commercial substance are measured at the exchange amount when they are in the normal course of operations, except when the transaction is an exchange of a product or property held-for-sale in the normal course of operations. Where the transaction is not in the normal course of operations, it is measured at the exchange amount when there is a substantive change in the ownership of the item transferred and there is independent evidence of the exchange amount.

All other related party transactions are measured at the carrying amount.

3. Due from related parties:

The balances due from related parties are unsecured, non-interest bearing with no specific terms of repayment.

	2023	2022
Farms & Families of North America Inc., company under common control to the general partner	\$ 13,136	\$ 13,136
Genesis Grain & Fertilizer GP Inc., the general partner	2,159	739
Genesis Operating GP Inc., company under common control to the general partner	1,438	1,438
Genesis G&F Operating Limited Partnership, a partnership which the Partnership owns 99.9912% of the partnership units	33,263	33,926
101110895 SK Ltd., a company under common control to the general partner	-	1,420
	\$ 49,996	\$ 50,659

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Notes to Financial Statements (continued)

Year ended December 31, 2023

4. Investment in Genesis G&F Operating LP:

The Partnership owns 100% of the limited partnership units in Genesis G&F Operating Limited Partnership ("Operating LP") and is entitled to 99.9912% (2022 - 99.9912%) of the Operating LP's net partnership earnings or losses.

	2023	2022
Opening investment	\$ 8,303,527	\$ 8,806,279
Loss from investment in partnership	(947,723)	(502,752)
	<u>\$ 7,355,804</u>	<u>\$ 8,303,527</u>

5. Due to AgraCity Crop & Nutrition Ltd.:

The balances due to AgraCity Crop & Nutrition Ltd., company under common control to the general partner, are unsecured, non-interest bearing with no specific terms of repayment.

Included in the balance due to AgraCity Crop & Nutrition Ltd, is \$1,000,000 (2022 - \$1,000,000) that relates to the initial share issuance on June 1, 2017. This amount is repayable at the option of the Partnership by means of cash or partnership units in lieu of cash at a price of \$1,000 per unit.

6. Related party transactions:

During the year, \$38,997 (2022 - \$47,059) in expenses were paid by AgraCity Crop & Nutrition Ltd., company under common control, and charged to the Partnership.

The transactions are in the normal course of operations and are measured at the original exchange amount of consideration established and agreed to between the related and third parties.

7. Comparative information:

Certain comparative information have been reclassified from those previously presented to conform to the presentation of the 2023 financial statements.

GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

Notes to Financial Statements (continued)

Year ended December 31, 2023

8. Contingency:

The Partnership has secured Genesis G&F Operating LP's loan to Business Development Bank of Canada in the amount of \$8,100,000. At December 31, 2023 fixed-charge coverage ratio covenants were in default.

9. Financial risks and concentration of risk:

(a) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Partnership deals with creditworthy counterparties to mitigate the risk of financial loss from defaults. The Partnership monitors the credit risk of customers and debtors through credit rating reviews. There were no significant changes in credit risk during the year.

(b) Liquidity risk:

Liquidity risk is the risk that the Partnership will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Partnership is dependent on continued cash flow support from related parties. The Partnership manages its liquidity risk by monitoring its operating and investing cashflow requirements. The Company prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations. Liquidity risk is high due to the factors described in note 1. There were no significant changes in liquidity risk during the year.

Exhibit "10" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor



BDCID: 10025041400

Letter of Offer dated July 5, 2021**Genesis G&F Operating LP and Genesis Operating GP Inc.**

320 22nd St E
Saskatoon, SK
S7K 0H1

Attention of: Mr. David Pupo**Re: Loan(s) No. 121741-03**

In accordance with this letter of offer of credit as amended from time to time (the “**Letter of Offer**”), Business Development Bank of Canada (“**BDC**”) is pleased to offer you the following loan(s) (hereinafter individually or collectively referred to as the “**Loan**”). The Letter of Offer is open for acceptance until July 15, 2021 (the “**Acceptance Date**”) and must be received by BDC duly signed no later than the Acceptance Date otherwise it shall automatically be deemed withdrawn by BDC.

LOAN PURPOSE AND FUNDING**Loan Purpose**

Construction (Marcus)	9,703,646.00
Civil Work and Aggregate	3,021,178.00
Permits and Soft cost	1,438,905.00
Equipment - Sackett	3,164,000.00
Rail Ladder - Cariboo	1,202,938.00
Land	524,000.00
Contingency 7%	1,350,462.00
	<hr/>
	20,405,129.00

Funding

BDC 121741-03	10,000,000.00
Farmers' Equity / Investment	10,405,129.00
	<hr/>
	20,405,129.00

No change to the Loan Purpose or Funding may be made without BDC's prior written consent. The proceeds of the Loan may only be used for the Loan Purpose.

DEFINITIONS

In the Letter of Offer, capitalized terms have the meanings described in Schedule “A” – Section I or are defined elsewhere in the text of the Letter of Offer.

LENDER

BDC

BORROWERGenesis G&F Operating LP and Genesis Operating GP Inc. (the “**Borrower**”)**GUARANTOR**

Genesis Grain & Fertilizer GP Inc.

Genesis Grain & Fertilizer LP

(Hereinafter individually or collectively referred to as the “**Guarantor**”). The terms of each guarantee are set forth in the Security section below.

LOAN AMOUNT**Loan 121741-03:** \$10,000,000.00**INTEREST RATE**

The Loan and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the following rate:

Loan 121741-03**Floating Rate**

BDC's Floating Base Rate plus a variance of 0.75% per year (the “**Variance 03**”). On the date hereof, BDC's Floating Base Rate is 4.55% per year.

INTEREST CALCULATION

Interest shall be calculated monthly on the outstanding principal, commencing on the date of the first disbursement, both before and after maturity, Default and judgement.

Arrears of interest or principal and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the rate applicable to the Loan and shall be calculated and compounded monthly.

REPAYMENT

Principal of the Loan is repayable according to the following table. The balance of the Loan in principal and interest and all other amounts owing pursuant to the Loan Documents shall become due and payable in full on the Maturity Date indicated below.

Loan 121741-03**Regular**

Payments			Start Date	End Date
Number	Frequency	Amount (\$)		
1	Once	43,260.00	01/03/2023	01/03/2023
239	Monthly	41,660.00	01/04/2023	01/02/2043

In addition, interest is payable monthly on the 1st day of the month (the **"Payment Date 03"**) commencing on the next occurring Payment Date 03 following the first advance on the Loan.

Maturity Date: February 1, 2043 (the **"Maturity Date 03"**).

PREPAYMENT

Annual Prepayment Privilege: Provided that the Borrower is not in default of any of its obligations to BDC, the Borrower may, once in any 12-month period, prepay up to 15% of the outstanding principal on any Loan without indemnity. The first prepayment can be made at any time more than one year after July 5, 2021. The prepayment privilege is not cumulative and each prepayment on an individual Loan must be at least 12 months subsequent to the last prepayment on that same loan. The prepayment privilege is not transferable from one individual Loan to another and is not applicable if any Loan is being repaid in full. If the loan is prepaid in full within 30 days following receipt of the amount paid as a prepayment privilege, BDC will calculate a prepayment indemnity, effective the day the full balance is repaid, on the amount of the last received prepayment privilege and add it to the prepayment indemnity calculated on the full remaining balance being repaid.

Prepayment Indemnity: In addition to the annual prepayment privilege, the Borrower may prepay at any time all or part of the principal provided that the Borrower pays the interest owing up to the time of the prepayment together with an indemnity equal to:

If the interest rate on the Loan is a floating rate:

- three months further interest on the principal prepaid at the floating interest rate then applicable to the Loan.

If the interest rate on the Loan is a fixed rate:

- the sum of (a) three months further interest on the principal prepaid at the fixed interest rate then applicable to the Loan; and (b) the Interest Differential Charge.

Partial prepayments shall be applied regressively on the then last maturing instalments of principal.

SECURITY

The Loan, interest on the Loan and all other amounts owing pursuant to the Loan Documents shall be secured by the following (the “**Security**”):

Loan 121741-03

1. First readvanceable mortgage in the principal amount of \$11,000,000 on land (approx. 34.96 acres) (legally described as NW 22-17-24 W2 Ext 1) and buildings located at RM #160 Pense, Saskatchewan. Property to be owned by Genesis Operating GP Inc. Building location survey or title insurance required.

Existing mortgage to stand. Face Amount on mortgage to be amended to \$11,000,000

2. General Security Agreement from Genesis Operating GP Inc. providing a first security interest in all present and after-acquired personal property except consumer goods, including the specific equipment being financed under this Loan (details to be provided by Borrower), subject only to priority on inventory and receivables to lender extending a line of credit. Existing General Security Agreement will stand as security for this Loan.
3. General Security Agreement from Genesis G&F Operating Limited Partnership providing a first security interest in all present and after-acquired personal property except consumer goods, including the specific equipment being financed under this Loan (details to be provided by Borrower), subject only to priority on inventory and receivables to lender extending a line of credit.
Existing General Security Agreement will stand as security for this Loan.
4. Corporate Guarantee of Genesis Grain & Fertilizer GP Inc. for the full amount of the Loan supported by a General Security Agreement providing a first security interest in all present and after acquired personal property, except consumer goods, subject only to priority on inventory and receivables to lender extending a line of credit.
The guarantor agrees that it is directly responsible for the payment of the cancellation, standby and legal fees. Existing General Security Agreement will stand as security for this Loan.
5. Corporate Guarantee of Genesis Grain & Fertilizer Limited Partnership for the full amount of the Loan supported by a General Security Agreement providing a first security interest in all present and after acquired personal property, except consumer goods, subject only to priority on inventory and receivables to lender extending a line of credit.
The guarantor agrees that it is directly responsible for the payment of the cancellation, standby and legal fees. Existing General Security Agreement will stand as security for this Loan.
6. First registered general assignment of rents for each Mortgage securing this Loan. Rent may be paid to lessor until notified by BDC. No prepayment without BDC's approval.
Existing Assignment of Rents will stand as security for this Loan

DISBURSEMENT

The Loan funds shall be disbursed as follows:

Loan 121741-03

1. The Borrower's full contribution of \$10,405,129 shall be made in accordance with the Loan Purpose and Sources of Financing prior to or concurrently with the first disbursement of the BDC Loan.
2. Once all required Security is completed and Conditions Precedent have been met, with the exception of Condition Precedent related to Fixed Site Pollution Liability insurance, maximum of \$9,000,000 of the BDC Loan will be disbursed as follows:
Prior to each BDC disbursement, the Borrower must submit a progress billing from the general contractor; and a progress report prepared by the quantity surveyor detailing:
 - The stage of completion of the construction project;
 - The amount and purpose of advances required for the current period and the expenses incurred;
 - Any change to the initial budget, plans and specifications with the value of these changes;
 - The budgeted costs to complete the project;
 - Any applicable holdback amounts.
 BDC will disburse via the external solicitor up to 100% of the amount requested in the quantity surveyor's report (excluding taxes).

Once all required Security is completed and all Conditions Precedents have been met, including the Condition Precedent related to Fixed Site Pollution Liability insurance, the remaining \$1,000,000 will be disbursed based on progress billings and reports as applicable to the first \$9,000,000 disbursements.

Unless otherwise indicated above, funds for each Loan account number shall be disbursed to BDC's solicitor or notary mandated by BDC for security taking for the Loan.

CONDITIONS PRECEDENT

Any obligation to make any advance under the Letter of Offer is subject to the following conditions being fulfilled to the satisfaction of BDC:

1. Receipt of the Security in form and substance satisfactory to BDC registered as required to perfect and maintain the validity and rank of the security, and such certificates, authorizations, resolutions and legal opinions as BDC may reasonably require.
2. Satisfactory review of all financial information relating to each Loan Party and its business as BDC may reasonably require.
3. No Default or Event of Default shall have occurred.
4. No Material Adverse Change shall have occurred.
5. Provision of documents evidencing expenditures under the Loan Purpose, if applicable.
6. Satisfaction of all applicable disbursement conditions contained in the Disbursement section of this Letter of Offer.
7. Obtain all permits, licenses and approvals for your activities and completion of the project, including but not limited to zoning, construction, operations, environment, registration with government agencies, health and security.
8. Limited Partnership Agreements for Genesis G&F Operating Limited Partnership and Genesis Grain & Fertilizer Limited Partnership are to be reviewed by and must be acceptable to BDC's legal advisors.

9. Submit a report certified by a Quantity Surveyor acceptable to BDC confirming that the plans and specifications comply with applicable legislation, that the construction contract and the plans and specifications are complete and include all components needed for the storage and distribution facility. The Borrower is responsible for the payment of all costs of this report.
10. Prior to the disbursement of the last \$1,000,000 under this Loan, provide evidence that Fixed Site Pollution Liability Insurance covering the premises and operations is in effect with the following conditions:
 - a. Limits of not less than \$2,000,000 per occurrence and in the aggregate;
 - b. Such insurance shall apply to all aboveground and underground tank systems (and associated piping) located on or under the site, located at Belle Plaine SK, legally described as NW Sec 22 Twp 17 Rge 24 W2 Extension 1;
 - c. Off-site third party cleanup costs;
 - d. On-site cleanup costs including a First Party Discovery Trigger (coverage to apply irrespective of a third party claim or regulatory cleanup order);
 - e. Loss arising from loading/unloading;
 - f. BDC to be named as an Additional Insured;
 - g. Coverage is not subject to any time element discovery/reporting restrictions;
 - h. 30 days prior written notice of cancellation clause in favour of BDC.
11. Provide the finalized copy of the draft project monitoring budget review dated June 23, 2021, prepared by BTY.

LAPSING DATE

Loan 121741-03

Lapsing Date: July 5, 2022 (the “**Lapsing Date 03**”).

Any undisbursed portion of a Loan shall lapse and be cancelled on the occurrence of the earliest of the following events:

- a) on the applicable Lapsing Date indicated above; or
- b) on the date the Borrower notifies BDC of its intention to cancel the Loan; or
- c) on the date BDC issues a notice to the Borrower that an Event of Default has occurred and that BDC has terminated its obligation to make any further advances under the Loan.

Each of the above is hereby considered a “Lapsing Event” and shall be subject to Cancellation Fees as provided for in this Letter of Offer.

UNDERLYING CONDITIONS

The following conditions shall apply throughout the term of the Loan:

1. Based on the annual combined review engagement financial statements for Genesis G&F Operating LP; Genesis Operating GP Inc.; Genesis Grain & Fertilizer LP; and Genesis Grain & Fertilizer GP Inc. and starting as of Year End 2022 maintain at all times a Fixed Charge Coverage Ratio (FCCR) equal to or greater than 1.20:1.00.
2. You agree to provide BDC, concurrently with the submission of your annual financial statements, written proof of your payment of the property taxes on lands mortgaged to BDC.

3. You agree to assume all program cost overruns and applicable taxes without prejudice to the security held by BDC.
4. BDC reserves the right to obtain Environmental Compliance Audit Reports and/or Phase I or II - Environmental Site Assessment Reports during the term of the loan. BDC will determine in its sole discretion and judgment the type of report(s) and the frequency for obtaining the said report(s). The report(s) will be prepared according to BDC's standards and may consist of a new report or an update of an existing report. The Borrower is responsible for all costs associated with the preparation and delivery of the report(s).

REPRESENTATIONS AND WARRANTIES

The Loan Parties make the representations and warranties in Schedule "A" – Section II. These representations and warranties shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Loan Parties pursuant to the Loan Documents.

COVENANTS

Each Loan Party shall perform the covenants in Schedule "A" – Section III. These covenants shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Loan Parties pursuant to the Loan Documents.

REPORTING OBLIGATIONS

The Borrower shall provide to BDC the following financial statements and other documents:

Company	Type	Frequency	Period Ending
Genesis Grain & Fertilizer LP	Review Engagement	Annual	December
Genesis Operating GP Inc.	Review Engagement	Annual	December
Genesis G&F Operating LP	Review Engagement	Annual	December
Genesis Grain & Fertilizer GP Inc.	Review Engagement	Annual	December
Genesis G&F Operating LP	Combined Review Engagement	Annual	December

The above annual financial statements and other documents indicated as required annually shall be provided to BDC within 90 days following the applicable Period Ending.

If financial statements or other documents are required more frequently than on an annual basis, same shall be provided to BDC within 30 days following each applicable Frequency.

In addition, the Borrower shall provide any other financial and operating statements and reports as and when BDC may reasonably require.

The Loan Parties also agree that the Reporting Obligations above shall apply to all other existing

BDC loans to the same Borrower, if any, and the letter(s) of offer for such existing loans are deemed amended accordingly. Furthermore, such amended Reporting Obligations shall continue to be effective in respect of said existing letters of offer notwithstanding that this Letter of Offer may be reimbursed or cancelled.

EVENTS OF DEFAULT

The occurrence of any of the events listed in Schedule “A” – Section IV constitutes an event of default under the Letter of Offer (each an “**Event of Default**”). If an Event of Default occurs, any obligation of BDC to make any advance, shall, at BDC’s option, terminate and BDC may, at its option, demand immediate payment of the Loan and enforce any Security. Notwithstanding any other provision of this Letter of Offer or any other Loan Document, the parties hereto agree that the time limited for commencement of any action to enforce the obligations of the Borrowers and Guarantors, including the enforcement of any Security, shall not commence until BDC has issued a written demand for full payment of the Loan.

The exercise by BDC of any of its rights shall not preclude it from exercising any other rights resulting from this Letter of Offer or Loan Documents, as BDC’s rights are cumulative and not alternative. No action or omission on the part of BDC shall constitute or imply a renunciation of its rights to determine that a Default or Event of Default has occurred or to avail itself of its rights resulting therefrom.

FEES

Cancellation Fee

If the Loan is not fully disbursed due to a Lapsing Event, regardless of the reason for the Lapsing Event, the Loan Parties shall pay BDC a cancellation fee in proportion to the percentage of the Loan that is cancelled, based on the amount below being the fee if 100% of the Loan is cancelled. No cancellation fee will be payable if less than 50% of the Loan is cancelled. If the Loan includes funds to refinance an existing BDC Loan, those funds shall be excluded from the calculation of the percentage of the Loan that is cancelled.

The cancellation fee is payable on demand and is liquidated damages, not a penalty, and represents a reasonable estimate of BDC’s damages should the Loan be cancelled or allowed to lapse in whole or in part.

Loan 121741-03

Cancellation Fee: \$100,000.00 (the “**Cancellation Fee 03**”).

Standby Fee

The Loan Parties shall pay BDC a non-refundable standby fee calculated at a rate as indicated below on the portion of the Loan which has not been advanced or cancelled. This fee shall be calculated daily and be payable in arrears commencing on the date indicated below and on each Payment Date thereafter.

Loan 121741-03

Rate: 1.50% per annum

Date: July 5, 2022

Legal Fees and Other Expenses

The Loan Parties shall pay, on demand, all legal fees and expenses and other out-of-pocket costs of BDC, incurred in connection with the Loan and the Loan Documents, whether or not any documentation is entered into or any advance is made to the Borrower. All legal and other out-of-pocket expenses of BDC in connection with any amendment or waiver related to the Loan and the Loan documents shall also be for the account of the Loan Parties.

All costs, fees, expenses and protective disbursements incurred for the enforcement of the Loan and the Loan Documents are payable by the Loan Parties, including the full amount of all legal and professional fees and expenses paid by BDC at the rate at which those amounts are billed to BDC.

Loan Management Fee

The Loan Parties shall pay BDC an annual management fee as indicated below. This management fee is payable annually on the Payment Date immediately following each anniversary of the first advance of the specific Loan account number. This fee is non-refundable and is subject to change at BDC's sole discretion, acting reasonably, effective upon the Borrower's receipt of written notification from BDC, to cover additional costs or fees incurred in the management of the Loan, including, but not limited to, resulting from the Borrower's failure to remit financial statements or other documents as required under the Letter of Offer.

Loan 121741-03

\$2,000.00 per year (the "**Management Fee 03**").

Transaction Fees

The Borrower shall pay BDC loan amendment and Security processing fees charged for the administrative handling of the Loan.

CONFLICTS

The Loan Documents constitute the entire agreement between BDC and the Loan Parties. To the extent that any provision of the Letter of Offer is inconsistent with or in conflict with the provisions of the other Loan Documents, such provision of the Letter of Offer shall govern.

INDEMNITY

The Borrower shall indemnify and hold BDC harmless against any and all claims, damages, losses, liabilities and expenses incurred, suffered or sustained by BDC by reason of or relating directly or indirectly to the Loan Documents save and except any such claim, damage, loss, liability and expense resulting from the gross negligence or wilful misconduct of BDC.

GOVERNING LAW

This Letter of Offer shall be governed by and construed in accordance with the laws of the jurisdiction in which the Business Centre of BDC is located as shown on the first page of this Letter of Offer.

SUCCESSORS AND ASSIGNS

The Letter of Offer shall extend to and be binding on each Loan Party and BDC and their respective permitted successors and assigns. BDC, in its sole discretion, may assign, sell or grant participation in (a “**transfer**”) all or any part of its rights and obligations under the Loan or the Loan Documents to any third party, and the Loan Parties agree to sign any documents and take any actions that BDC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under the Loan Documents as if it were a party to them, with respect to all rights and obligations included in the transfer and BDC will be released to the extent of any interest under the Loan or Loan Documents it assigns. BDC may disclose information it has in connection with the Borrower or any Loan Party to any actual or prospective transferee. No Loan Party shall have the right to assign any of its rights or obligations under or pursuant to the Loan Documents without BDC’s prior written consent.

ACCEPTANCE

The Letter of Offer and any modification of it may be signed and accepted by an original ink signature or by electronic signature as permitted by BDC, and may be delivered on paper, fax, or in an electronic format (PDF) through BDC’s electronic client portal, or any other electronic means of communication acceptable to BDC. It may also be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer.

SCHEDULE

The Letter of Offer includes Schedule “A” which contains Definitions, Representations and Warranties, Covenants, Events of Default and General Terms and Conditions. Schedule “A” has been inserted after the signature page and forms an integral part of the Letter of Offer.

LANGUAGE CLAUSE

The parties hereby confirm their express wish that the Letter of Offer and all related documents be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente lettre d’offre ainsi que tous les documents qui s’y rattachent soient rédigés en langue anglaise.

Should you have any questions regarding the Letter of Offer, do not hesitate to communicate with one of the undersigned.

Nathan McAdam

Nathan Mcadam
Director, Corporate Financing
Phone: (403) 407-9174
Nathan.MCADAM@bdc.ca

Cole Godin

Cole Godin
Senior Analyst, Corporate Financing
Phone: (403) 407-9319
Cole.GODIN@bdc.ca

ACCEPTANCE

Each Loan Party hereby accepts the terms and conditions set forth above and in the attached Schedule "A".

This _____ day of _____ 20____.

Genesis G&F Operating LP

_____, Authorized Signing Officer

Name: _____
[Please print name of signing party]

Genesis Operating GP Inc.

_____, Authorized Signing Officer

Name: _____
[Please print name of signing party]

GUARANTOR(S)**Genesis Grain & Fertilizer GP Inc.**

_____, Authorized Signing Officer

Name: _____
[Please print name of signing party]

Genesis Grain & Fertilizer LP

_____, Authorized Signing Officer

Name: _____
[Please print name of signing party]

July 5, 2021

SECTION I - DEFINITIONS

A. General Definitions:

"BDC's Base Rate" – means the annual rate of interest announced by BDC through its offices from time to time as its base rate and, as the case may be, subject to a discount for the duration, applicable to each of BDC's fixed interest rate plans then in effect for determining the fixed interest rates on Canadian dollar loans.

"BDC's Floating Base Rate" – means the annual rate of interest announced by BDC through its offices from time to time as its floating rate then in effect for determining the floating interest rates on Canadian dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's Floating Base Rate.

"BDC's US Dollar Floating Base Rate" – means the 1-month US Dollar floating base rate set the last business day of each month for the following month for determining the floating interest rates on US Dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's US Dollar Floating Base Rate. BDC's US Dollar Floating Base Rate for the period from the date of the first advance on the Loan to the first business day of the following month will be the 1-month US Dollar floating base rate as established by BDC on the first business day of the month in which the funds are disbursed. Thereafter, the 1-month US Dollar Floating Base Rate may vary on the first business day of each month.

"Change of Control" – means any operation or series of transactions pursuant to which the Control of a Person is transferred from one Person to another or required by a Person, or any binding undertaking to proceed with any such operations.

"Control" – means the power to, directly or indirectly, acting alone or together with other Persons, direct or cause the direction of the management, business, affairs or policies of a Loan Party, whether through ownership of partnership interests, trust interests, or voting securities, by contract or otherwise, including, but without limiting the generality of the foregoing, in the case of a corporation, a Person is deemed to control a corporation if such Person (or such Person and its affiliates) holds, directly or indirectly, more than fifty per cent (50%) of the voting rights of the corporation. For the purposes of this definition, indirect control will include, without limitation, control that is exercised by one Person over another, through an intermediary that is controlled by the first.

"Corresponding Fixed Interest Rate Plan" – means, at any time in respect of a prepayment, the fixed interest rate plan then being offered by BDC to its clients equal to the number of years, rounded to the nearest year (minimum of one year), from the date such prepayment is received to the next scheduled Interest Adjustment Date (or the Maturity Date if earlier).

"Default" – means an Event of Default or any condition that, with the giving of notice, the passage of time or otherwise, is susceptible of being an Event of Default.

"Equity Interests" – means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated) of such Person's capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, which carry the right to vote on the election of directors or individuals exercising similar functions in respect of such Person and/or which entitle their holder to participate in the profits of such Person.

"Interest Adjustment Date" – means, in respect of any fixed interest rate plan, the day after the Interest Expiration Date of such fixed interest rate plan.

"Interest Differential Charge" – means, in respect of the prepayment of the Loan or any portion of the Loan on a fixed interest rate plan, if, on the date of the prepayment, the BDC's Base Rate for the Corresponding Fixed Interest Rate Plan is lower than the BDC's Base Rate in effect when the Borrower entered or renewed the fixed interest rate plan, whichever is most recent, the amount calculated as follows:

- (i) the difference between the two rates;
- (ii) such interest differential is multiplied by the principal that would have been outstanding at each future Payment Date until the next Interest Adjustment Date (or the maturity of the principal if earlier);
- (iii) the Interest Differential Charge is the present value of those monthly amounts calculated using BDC's Base Rate for the Corresponding Fixed Interest Rate Plan as the discount rate. In the case of partial prepayment, the Interest Differential Charge will be reduced in the same proportion as the amount prepaid bears to the

principal outstanding on the Loan at the time prepayment is received. If the Loan is secured by a mortgage or a hypothec on real estate and the Loan is prepaid in full after 5 years from the date of the mortgage or hypothec, the Interest Differential Charge shall not be payable if the mortgage or hypothec is given by an individual and shall only be payable if permitted under the *Interest Act*.

"Interest Expiration Date" – means the date on which a fixed interest rate plan expires.

"Loan" – shall have the meaning indicated in the Letter of Offer, or, as the context may require, at any time the unpaid principal balance of the Loan.

"Loan Documents" – means, collectively, the application for financing, the Letter of Offer, the security contemplated by the Letter of Offer and all other documents, instruments and agreements delivered in connection with the foregoing.

"Loan Party" – means either the Borrower or the Guarantor and "Loan Parties" means collectively each of the Borrower and the Guarantor.

"Material Adverse Change" – means:

- (i) a material adverse change in, or a material adverse effect upon, the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects, of any Loan Party, or any Person who Controls a Loan Party;
- (ii) a material impairment of the ability of any Loan Party to perform any of their obligations under any Loan Document; or
- (iii) a material adverse effect upon any substantial portion of the assets subject to security in favour of BDC or upon the legality, validity, binding effect, rank or enforceability of any Loan Document.

"Person" – includes any natural person, corporation, company, limited liability company, trust, joint venture, association, partnership, limited partnership, governmental authority or other entity, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative and any other form of organization or entity whatsoever.

"Public Issuer" – means any Loan Party whose Equity Interests are listed or posted for trading on the Toronto Stock Exchange or the TSX Venture Exchange or any other stock exchange or over-the-counter market acceptable to BDC.

"Public Issuer Notice" – means a written notice delivered by a Public Issuer to BDC as described in the Covenants section of this Schedule "A".

B. Financial Definitions – the following definitions apply if used in this Letter of Offer:

"Adjusted EBITDA" – means EBITDA adjusted by gains/losses on disposal of assets, other non-cash adjustments presented in the statement of cash flow and all extraordinary items presented as per GAAP financial measures.

"ASPE" – means accounting standards for private enterprises. ASPE are the Canadian generally accepted accounting principles (GAAP) approved by the Accounting Standards Board for private enterprises in Canada who have not elected to adopt IFRS.

"Available Funds" – means in respect of any Loan Party for any period of 12 months, the sum of the net profits before non-recurring or non-operating items that are not related to normal operations (as designated by the external accountant) plus depreciation and amortization; plus deferred income taxes; and minus dividends.

"Available Funds Coverage Ratio" – means the ratio of Available Funds over the Current Portion of Term Debt.

"Capital Expenditures" – means, with respect to any period of 12 consecutive months, all payments or accruals for any (i) property, plant and equipment, (ii) intangible assets and (iii) development costs that are required to be capitalized under GAAP.

"Current Portion of Term Debt or CPTD" – means the scheduled principal payments on Term Debt and lease payments on capital leases over the next 12-month period.

"Debt-to-capital ratio" – means the ratio of (A) the sum of (i) outstanding operating line of credit and (ii) Term Debt; by (B) the sum of (i) outstanding operating line of credit, (ii) Term Debt, and (iii) Tangible Equity.

"Distributions" – means, for any period of 12 consecutive months, the total of the following:

- (i) the payment or declaration of any dividend (or distribution in case of a partnership or trust);
 - (ii) the purchase, redemption or other acquisition or retirement of any capital stock (including the premium paid);
 - (iii) the change in subordinated loans or advances from the shareholders, partners, directors, or other related entities; and
 - (iv) the change in loans or advances to the shareholders, partners, directors, or other related entities.
- The sum of items (i), (ii), (iii) and (iv) cannot be negative.

"EBITDA" – means earnings before Interest Expenses, taxes, depreciation, and amortization.

"Fixed Charge Coverage Ratio or FCCR" – means the ratio of (A) Adjusted EBITDA for such period less (i) current income taxes during such period taken from the annual financial statements, (ii) Unfunded Capital Expenditures incurred during the applicable period, (iii) Distributions paid during such period; by (B) the sum of (i) CPTD and (ii) the Interest Expenses for such period.

"GAAP" – means Generally Accepted Accounting Principles, with respect to broad principles and conventions of general application as well as rules and procedures that determine accepted accounting practices at a particular time (including, without limitation, IFRS, ASPE, US GAAP, etc., as the case may be). Unless otherwise specifically provided herein, any accounting term used in this Letter of Offer shall have the meaning customarily given such term in accordance with GAAP and all financial computations hereunder shall be computed in accordance with GAAP consistently applied.

"IFRS" – means International Financial Reporting Standards. IFRS are the Canadian generally accepted accounting principles (GAAP) approved by the Accounting Standards Board for publicly accountable enterprises and other categories of reporting entities who are permitted, but not required, to apply this set of standards.

"Interest Expenses" – means financial expenses (i.e., bank charges as well as interest on short-term and long-term debt, on Subordinated Debt, and on capital leases) as reflected in the statement of earnings.

"Subordinated Debt" – means debt with or without a convertible feature and with or without a variable return that normally ranks behind that of the senior secured lenders. Depending on the structure, the instrument of return may include interest, fixed/variable bonuses, royalties, bonus equity, warrants, or dividends.

"Tangible Equity" – means the sum of the share capital (owners' capital for non-incorporated businesses); plus retained earnings (accumulated net income); plus contributed surplus; plus postponed loans or advances from the shareholders (owners) and related businesses; minus loans or advances to the shareholders (owners), directors, related or non-related entities; minus the book value of shares redeemable at the holder's option, or shares subject to a formal redemption agreement.

"Term Debt" – means the sum of the long-term debt, the Subordinated Debt, and the capital leases including the current portion to be paid over the next 12 months; plus the redemption amount of shares redeemable at the holder's option, or shares subject to a formal redemption agreement.

"Term Debt to Tangible Equity Ratio" – means the ratio of the Term Debt over the Tangible Equity.

"Total Debt/Adjusted EBITDA Ratio" – means the ratio of (A) the sum of (i) outstanding operating line of credit and (ii) Term Debt; by (B) Adjusted EBITDA.

"Unfunded Capital Expenditures" – means, with respect to any period of 12 consecutive months, the aggregate of all Capital Expenditures incurred less the sum of (i) net cash proceeds generated from the sales of tangible and intangible assets, (ii) issuance of net new Term Debt, and (iii) issuance of new equity.

"Working Capital" – means the total of current assets minus the total of current liabilities. Current assets includes, but is not limited to, the following: cash on deposit, accounts receivable (trade and other), inventory and prepaid expenses. Current liabilities includes, but is not limited to, the following: bank advances, cheques in transit, accounts payable (trade and other) and the Current Portion of Term Debt.

"Working Capital Ratio" – means the ratio of the total current assets over the total current liabilities. Current assets includes, but is not limited to, the following: cash on deposit, accounts receivable (trade and other), inventory and prepaid expenses. Current liabilities includes, but is not limited to, the following: bank advances, cheques in transit, accounts payable (trade and other) and the Current Portion of Term Debt.

SECTION II - REPRESENTATIONS AND WARRANTIES

Each Loan Party hereby represents and warrants to BDC that:

1. It is a sole-proprietorship, partnership, trust or corporation, as the case may be, duly constituted, validly existing and duly registered or qualified to carry on business in each jurisdiction where it is required by applicable laws to be so registered or qualified.
2. The execution, delivery, and performance of its obligations under the Letter of Offer and the other Loan Documents to which it is a party have been duly authorized and constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
3. It is not in violation of any applicable law, which violation could lead to a Material Adverse Change.
4. No Material Adverse Change exists and there are no circumstances or events that constitute or would constitute, with the lapse of time, the giving of notice or otherwise, a Material Adverse Change.
5. No Default or Event of Default exists.
6. All information provided by it to BDC is complete and accurate and does not omit any material fact and, without limiting the generality of the foregoing, all financial statements delivered by it to BDC fairly present its financial condition as of the date of such financial statements and the results of its operations for the period covered by such financial statements, all in accordance with GAAP.
7. There is no ongoing, pending or threatened claim, action, prosecution or proceeding of any kind before any court, tribunal, government board or agency including but not limited to non-compliance with environmental law or arising from the presence or release of any contaminant against it or its assets before any court or administrative agency which, if adversely determined, could lead to a Material Adverse Change.
8. Neither the Loan Party, any Person who Controls the Loan Party, nor any officer, director or shareholder of a Loan Party, has been charged with, plead guilty to, or has been convicted of, a criminal offence (other than a conviction for which a Pardon has been granted or other than a criminal offence which has been disclosed in writing to BDC prior to issuing this Letter of Offer).
9. In respect of properties and assets charged to BDC, it has good and marketable title, free and clear of any encumbrances, except those encumbrances which BDC has accepted in writing.

The foregoing representations and warranties shall remain in force and true until the Loan is repaid in full.

SECTION III - COVENANTS

Each Loan Party shall:

1. Perform their obligations and covenants under the Loan Documents.
2. Maintain in full force and effect and enforceable the Security contemplated by this Letter of Offer.
3. Notify BDC immediately of the occurrence of any Default under the Letter of Offer or any other Loan Documents.
4. Comply with all applicable laws and regulations.
5. Observe BDC's insurance requirements:
 - a. Keep all secured assets insured for physical damages and losses on an "All-Risks" basis, including Equipment Breakdown (or Boiler & Machinery) where applicable, for their full replacement value and cause all such insurance policies to name BDC as loss payee as its interests may appear. The policies shall also name BDC as mortgagee and include a standard mortgage clause in respect of buildings over which BDC holds Security;
 - b. Maintain adequate Marine and/or Aviation insurance for all secured Aircraft or Marine vessels;
 - c. If required as further Security, assign or hypothecate all insurance proceeds to BDC;
 - d. If requested by BDC, maintain adequate Commercial General Liability insurance, and/or Environmental Liability and Clean-Up insurance, including BDC as additional insured to protect it against any losses or claims arising from pollution or contamination incidents, or other risks associated with the Borrower's business, or any other type of insurance BDC may reasonably require;
 - e. Ensure that all insurance policies include a 30-days prior notice of cancellation clause in favour of BDC;
 - f. Provide certificates of insurance for all such policies; and
 - g. Maintain all insurance policies in effect to BDC's standards for the duration of the Loan.

6. Notify BDC immediately of any material loss or damage to their property.
7. Without limiting the generality of paragraph 4 above, in relation to their business operations, projects and all assets of any nature, operate in conformity with all environmental laws and regulations; make certain that their assets are and shall remain free of environmental damage; inform BDC immediately upon becoming aware of any environmental issue and promptly provide BDC with copies of all communications with environmental authorities and all environmental assessments; pay the cost of any external environmental consultant engaged by BDC to effect an environmental audit and the cost of any environmental rehabilitation or removal necessary to protect, preserve or remediate the assets, including any fine or penalty BDC is obligated to incur by reason of any statute, order or directive by a competent authority.
8. Promptly pay all government remittances, assessments and taxes and provide BDC with proof of payments as BDC may request from time to time. Specifically regarding real estate property or other taxes on lands mortgaged to BDC, if a Loan Party fails to pay any instalment of such taxes when due, BDC may, in its sole discretion, provide written notice to the Borrower requiring the Loan Parties to pay BDC monthly payments as calculated by BDC to establish a tax reserve account, and in such event, the Loan Parties hereby authorize BDC to collect monthly pre-authorized payments and to pay the relevant taxing authority as required. No further consent from the Loan Parties shall be required. Should there be insufficient funds to satisfy the taxes owing, the Loan Parties will pay the shortfall. BDC will not be responsible for funding the shortfall or any arrears, including interest and other charges. The Loan Parties shall either instruct the taxing authority to forward a copy of the tax notice to BDC or shall deliver a copy to BDC upon receipt. Funds in this reserve account will earn interest in accordance with BDC's policy then in effect and will be held by BDC as Security for the Loan. After Default, BDC will not have any ongoing responsibility to pay the taxes and any funds in the reserve account may be applied towards any amounts owing to BDC.
9. Promptly furnish to BDC such information, reports, certificates, and other documents concerning any Loan Party as BDC may reasonably request from time to time, including, but not limited to, information regarding the ownership and control of any Loan Party.
10. Not, without the prior written consent of BDC:
 - a. Change the nature of their business;
 - b. Change their jurisdiction of incorporation, formation or continuance, or the jurisdiction in which their chief place of business, chief executive office or registered office is located;
 - c. Amalgamate, merge, acquire or otherwise restructure their business, or create an affiliated company, or sell or otherwise transfer a substantial part of their business or any substantial part of their assets, or grant any operating license; or
 - d. Permit or allow any transaction, including but not limited to the sale, transfer, or issuance of an Equity Interest, that would result in a Person who is not a Loan Party acquiring:
 - (i) a direct Equity Interest in a Loan Party; or
 - (ii) an indirect Equity Interest in a Loan Party of 25% or more. For the purposes of this subparagraph (ii), an indirect Equity Interest means an Equity Interest held by a Person through one or more intermediaries.

This paragraph (d) shall not apply to the sale, transfer, or issuance of any Equity Interests in a Public Issuer.
11. When a Loan Party is Public Issuer:
 - a. deliver a notice to BDC for its review and approval, within 5 business days after any Person or group of Persons, acting jointly or in concert, directly or indirectly, acquire Equity Interests resulting in the ownership of 20% or more of the Equity Interests of such Public Issuer. This Public Issuer Notice shall contain the names and addresses of any Person or group of Persons that acquired such Equity Interests together with the details of the Equity Interests so acquired; and
 - b. repay the Loan in full, including accrued interest, costs and any other outstanding amounts, within 60 days from the date on which BDC notifies the Borrower in writing that BDC, in its sole discretion, is not satisfied with the issuance or transfer of Equity Interests identified in the notice required by paragraph (a) above.

Additional Covenants: Ineligible Activities

In addition to the above list of Covenants, no Loan Party shall engage in, or permit their respective shareholders, directors or officers to engage in, or permit their premises to be used by a tenant or other Person for, any activity which BDC, from time to time, deems ineligible, including without limitation any of the following ineligible activities:

- a. businesses that: 1) are engaged in or associated with illegal activities or fail to comply with applicable Canadian legislation that restricts dealings, including trade, between Canadians and governments or

- residents of countries that are proscribed by the Canadian government or illegally trade in proscribed goods; 2) violate applicable laws with respect to human rights, labour, the environment and anti-corruption; or 3) violate standards with respect to public health and safety or professional conduct, in each case as prescribed by applicable law or by a professional governing body;
- b. businesses that promote violence, incite hatred, or discriminate on any basis protected under the Canadian Human Rights Act; or
 - c. businesses that operate any form of sexually exploitive business or disseminate media content that is sexually explicit.

BDC's finding that there is an ineligible activity shall be final and binding between the parties and will not be subject to review. The prohibitions set out in this section shall also apply to any entity that directly or indirectly controls, is controlled by, or that is under the common control with, any Loan Party.

SECTION IV - EVENTS OF DEFAULT

1. Any Loan Party fails to pay any amount owing under or pursuant to the Loan Documents.
2. Any Loan Party fails to satisfy, comply with, or perform any covenant or other obligation under the Loan Documents.
3. Any Loan Party is in default under any other agreement with BDC or any third party for the granting of a loan or other financial assistance and such default remains unremedied or unwaived after any cure period provided in such other agreement.
4. Any representation or warranty made by any Loan Party herein or in any other Loan Document is breached, false or misleading in any material respect, or becomes at any time false.
5. Any schedule, certificate, financial statement, report, notice or other writing furnished by or on behalf of any Loan Party to BDC in connection with the Loan is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.
6. The occurrence of a Material Adverse Change.
7. Any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay its debts as they become due; or any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Loan Party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Loan Party or for a substantial part of the property of such Loan party; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party; or any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.
8. Any Loan Party ceases or threatens to cease to carry on all or a substantial part of its business.
9. The death of any individual Loan Party or any person that Controls any Loan Party.
10. The occurrence of a Change of Control of a Loan Party without BDC's written consent.
11. Any Loan Party, who is a Public Issuer, fails to deliver a Public Issuer Notice when required to do so, or fails to repay the Loan in full, including accrued interest, costs and any other outstanding amounts, within 60 days after receiving written notice that BDC is not satisfied with the Public Issuer Notice.
12. Any Loan Party, any Person who Controls a Loan Party, or any officer, director, or shareholder of a Loan Party, is in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).
13. Any Loan Party, any Person who Controls a Loan Party, or any officer, director, or shareholder of a Loan Party, is in violation of trade and economic sanctions imposed by the Parliament of Canada.

SECTION V - GENERAL TERMS AND CONDITIONS

Each Loan Party agrees to the following additional provisions:

Other Available Interest Rate Plans

Upon acceptance of the Letter of Offer, the Borrower can select one of BDC's other available fixed or floating interest rate plans. If the selection is made before the Acceptance Date, there is no fee and the selected plan shall be based on BDC's Base Rate in effect on the Loan Authorization Date. If the selection is made after the initial Acceptance Date, there is a fee and an Interest Differential Charge may apply. The new rate shall become effective on the date on which the written request is received by BDC. However, in the event of a period of increased interest rate volatility, which will be determined by a fluctuation of greater than 0.5% during the same transaction day of the yield to maturity of the five-year Canada bond benchmark, BDC reserves the right to suspend the borrower's right to switch from a floating interest rate plan to a fixed interest rate plan.

Standby Fee Date Change When Switching From Floating to Fixed Rate Plans – Not applicable to Equipment Line Loans

If the Borrower selects a floating rate interest plan at the time the Letter of Offer is accepted and subsequently switches to a fixed interest rate plan, the Standby Fee applicable to the Loan shall become payable as follows:

- a. if the change is made within 2 months after the Loan Authorization Date, the Standby Fee shall become payable 2 months after the Loan Authorization Date; or
- b. if the change is made more than 2 months after the Loan Authorization Date, the Standby Fee shall become payable on the date the new fixed interest plan takes effect.

There will be no change to the Standby Fee payment schedule if the Borrower elects to switch from a fixed rate interest plan to a floating rate interest plan.

Interest Adjustment Date

Provided no Default has occurred and is continuing, prior to each Interest Adjustment Date, BDC shall advise the Borrower of BDC's Base Rates then in effect for the fixed interest rate plans available. Not later than on the current Interest Expiration Date, the Borrower shall select a new interest rate plan. If the Borrower selects a new fixed interest rate plan, effective on the Interest Adjustment Date, the interest rate for the Loan shall be BDC's Base Rate applicable to the fixed interest rate plan selected by the Borrower adjusted by the Variance which new rate shall be applicable until the next Interest Expiration Date. If the Loan is on a fixed interest rate plan with blended payments of principal and interest, the repayment schedule shall be adjusted on each Interest Adjustment Date. If the Borrower has not advised BDC in writing of its choice before an Interest Adjustment Date, the Loan shall automatically switch to BDC's floating interest rate plan on the Interest Adjustment Date with an interest rate being BDC's Floating Base Rate as adjusted by the Variance. Outstanding principal for blended payment loans shall then be divided in equal monthly instalments to be paid until Maturity Date.

In the event BDC should demand repayment of the Loan by reason of an Event of Default, any fixed interest rate applicable at the time of demand shall continue to apply to the Loan until full repayment and shall not be adjusted at the next Interest Adjustment Date.

Pre-Authorized Payment

All payments provided for in the Letter of Offer must be made by pre-authorized payments from the Borrower's bank account. The Borrower shall sign all documentation required to that effect and provide a sample cheque marked void.

Application of Payments

All payments shall be applied in the following order:

1. any prepayment indemnity (including the monthly interest and Interest Differential Charge)
2. protective disbursements;
3. standby fees (arrears and current);
4. arrears, in the following order: transaction fees, administration fees, management fees, interest and principal;
5. current balances, in the following order: transaction fees, management fees, interest and principal;
6. cancellation fees;
7. credits to the tax reserve account and asset maintenance and upgrade account, if applicable; and
8. other amounts due and payable.

Other than regular payments of principal and interest, BDC may apply any other monies received by it, before or after Default, to any debt the Borrower may owe BDC under or pursuant to the Letter of Offer or any other agreement and BDC may change those applications from time to time.

Consent to Obtaining Information

The Loan Parties hereby consent to BDC:

- a. collecting personal and business information and using such information for business, analytics and marketing purposes as described in the *Policy on confidentiality and use of personal and business information* (the "Policy") available at bdc.ca/en/confidentiality;
- b. sharing the personal and business information with BDC service providers only for them to provide the services BDC asks from them, such as processing credit verification, background checks and other matters explained in the Policy; and
- c. sharing the personal and business information with authorities in case of fraud or suspected fraud, and with other financial institutions to prevent or control fraud or when there is a breach of a financing agreement with BDC.

Notices

Notices must be in writing and may be given in person, or by letter sent by fax, mail, courier or electronically; if to the Borrower, at the Borrower's address above or such other addresses as the Borrower may advise BDC in writing, or if to BDC, at BDC's address above.

Joint and Several Liability

Where in the Loan Documents, any covenant, agreement, warranty, representation or obligation is made or imposed upon two or more Persons or a party comprised of more than one Person, each such covenant, agreement, warranty, representation or obligation shall be deemed to be and be read and construed as a joint and several (solidary in Quebec) covenant, agreement, warranty, representation or obligation of each such Person or party, as the case may be. Without limiting the generality of the foregoing, each Loan Party shall be jointly and severally (solidarily) liable with each other to BDC for the full performance of all obligations under the Loan Documents in accordance with the provisions thereof.

Anti-Money Laundering/Know Your Client

Each Loan Party acknowledges that, pursuant to prudent banking practices in respect of "knowing your client", BDC, in compliance with its internal policies, is required to verify and record information regarding the Loan Parties, their directors, authorized signing officers, shareholders and other Persons in Control of each Loan Party. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by BDC or any prospective assignee or other financial institution participating in the Loan with BDC, in order to comply with internal policies and applicable laws on anti-money laundering and anti-terrorist financing.

Confidentiality

The Loan Parties shall not disclose the contents of this Letter of Offer to anyone except its professional advisors.

Changes in Accounting Standards

In the event that a Loan Party adopts any changes in its accounting standards which have an effect on any provision in the Letter of Offer relying on financial statement calculations, BDC may amend such provision to reflect the original intent of the provision.

Exhibit "11" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor



Sam Gabor

Direct + 1 403 298 1946

Direct Fax +1 403 263 9193

Sam.Gabor@gowlingwlg.com

File no. G10073716

October 2 2025

**PRIVATE AND CONFIDENTIAL
BY EMAIL AND COURIERED**

**Genesis G&F Operating LP and
Genesis Operating GP Inc.**

320 22nd St E

Saskatoon, SK S7K 0H1

To the Guarantors listed on **Schedule “A”**
attached to this letter

Attention: Jason Mann

Email: jmann@genesidfertilizers.com

Re: Credit Facilities extended by the Business Development Bank of Canada (“BDC”) to Genesis G&F Operating LP (“Genesis LP”) and Genesis Operating GP Inc. (“Genesis GP”, with Genesis LP, collectively the “Borrowers”), guaranteed by Genesis Grain & Fertilizer GP Inc. (“Genesis Grain GP”) and Genesis Grain & Fertilizer Limited Partnership (“Genesis Grain LP”, with Genesis Grain GP, the “Guarantors”)

We are enforcement counsel to BDC. We are writing to you in connection with the Letter of Offer dated July 5, 2021 and accepted by the Borrowers and Guarantors on July 8, 2021, among the Borrowers, as borrowers, the Guarantors, as guarantors, and BDC, as lender (as modified, amended, supplemented, revised, restated, and replaced from time to time, the “**Loan Agreement**”) and the ten million (\$10,000,000) credit facility provided thereunder (the “**Credit Facility**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Loan Agreement.

The Credit Facility is repayable under the Loan Agreement upon default. The Borrowers are in default of their obligations under the Loan Agreement and the other Credit Documents (as defined below) as follows, including as set out in BDC’s breach letter to you dated July 29, 2025 (the “**Breach Letter**”):

1. **Payment Arrears** – The Borrowers are in default of their payment obligations pursuant to the Loan Agreement, the particulars of which are as follows:

Principal	\$104,769.00
Interest up to and including September 23, 2025	\$36,788.11
Interest Arrears	\$146,491.04
Total	\$288,048.15

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9 Canada

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F +1 403 263 9193
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

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2. **Reporting Obligations** - The Borrowers and Guarantors are required to provide their financial statements to BDC within 90 days of their fiscal year ends which is December 31. The following financial statements have not been received by BDC:

- Genesis LP - Review Engagement
- Genesis LP - Combined Review Engagement
- Genesis GP - Review Engagement
- Genesis Grain LP - Review Engagement
- Genesis Grain GP - Review Engagement

As set out in the Breach Letter, the aforementioned financial reporting was overdue as of March 31, 2025. BDC required that the reporting be provided by September 30, 2025 per the Breach Letter. It remains outstanding.

3. **Underlying Conditions** – The Borrowers agreed to provide BDC, concurrently with the submission of their annual financial statements, written proof of payment of property taxes on the lands mortgaged to BDC pursuant to the Loan Agreement (the “**Lands**”). Confirmation of 2024 arrears of property taxes in the amount of \$38,105.75 has not been provided to BDC to date.
4. **Schedule A – Section III – Covenants** – The Borrowers are required to promptly pay all government remittances, assessments and taxes, including real state taxes owing with respect to the Lands, and provide BDC with proof of payments as BDC may request from time-to-time. The Borrowers have not provided confirmation to BDC that all government remittances have been paid.

According to the BDC’s records, the Borrowers are indebted or otherwise liable to BDC for the amounts set out in **Schedule “B”** to this letter as of September 24, 2025, plus all ongoing interest, fees, costs, including legal costs on a solicitor and its own client full indemnity (the “**Indebtedness**”).

The Guarantors have guaranteed the repayment of the Indebtedness under the following guarantees:

- Guarantee from Genesis Grain LP by its general partner Genesis Grain GP dated September 14, 2021, guaranteeing the entire indebtedness of the Borrowers to BDC; and
- Guarantee from Genesis Grain GP by dated September 14, 2021, guaranteeing the entire indebtedness of the Borrowers to BDC;

(collectively, the “**Guarantees**”).

BDC hereby demands payment in full of the Indebtedness from the Borrowers and the Guarantors. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the rate set out in the Loan Agreement and the other Credit Documents, as applicable. The exact amount of the Indebtedness and interest which will have accrued to any date of payment shall be obtained by contacting BDC. You will also be required to pay BDC’s legal and other expenses on a solicitor and client, full indemnity basis, in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Loan Agreement and the terms and conditions of all security held by BDC directly or indirectly for any of the



Indebtedness, including the Loan Agreement and all loan agreements, mortgages, assignments of rents and leases, security agreements, the Guarantees and all other guarantees, and other agreements governing the Indebtedness (collectively, the “**Credit Documents**”), and is made without prejudice to: (i) BDC’s right to make such further and other demands as it shall see fit for any other indebtedness or under any other security; and (ii) BDC’s right to provide further and other notices of default.

Unless payment or other arrangements satisfactory to BDC for payment of the Indebtedness are made by no later than **4:00 p.m. on October 13, 2025** (Mountain time), BDC may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include: (i) the enforcement of its security by way of the appointment of a receiver, an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under its security; and (ii) the enforcement of any real property security by way of rights of power of sale. BDC expressly reserves the right to take any steps it deems advisable to protect BDC’s position prior to that date.

We have separately provided a notice of intention to enforce security issued by the Bank under Section 244 of the *Bankruptcy and Insolvency Act* (Canada) for the Borrowers and each of the Guarantors for their respective indebtedness owing to BDC.

BDC expressly reserves its rights and remedies with respect to any defaults that shall now exist or hereafter arise under the Loan Agreement and the other Credit Documents.

Yours very truly,

GOWLING WLG (CANADA) LLP

A handwritten signature in black ink, appearing to read "S. Gabor", with a long horizontal flourish extending to the right.

Per: Sam Gabor

Enclosure



SCHEDULE "A"

Genesis Grain & Fertilizer GP Inc.
 #600, 2103-11th Avenue
 Regina, Saskatchewan, S4P 3Z8

Genesis Grain & Fertiliser Limited Partnership
 #600, 2103-11th Avenue
 Regina, Saskatchewan, S4P 3Z8

Attention: Jason Mann
 Email: jmann@genesidfertilizers.com

Gowling WLG (Canada) LLP
 Suite 1600, 421 7th Avenue SW
 Calgary AB T2P 4K9 Canada

T +1 403 298 1000
F +1 403 263 9193
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

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90295754\2

SCHEDULE “B”

Amount of Indebtedness Owing as of September 24, 2025

	Loan 121741-03
Principal	\$7,298,787.00
Principal Arrears	\$104,769.00
Interest up to and including September 23, 2025	\$36,788.11
Interest Arrears	\$146,491.04
Prepayment Indemnity	\$0.00
Interest Differential	\$0.00
Fees	\$105.00
Total	\$7,586,940.15
Current Per Diem (subject to change)	\$1,561.72
Current Interest rate – floating base +0.75 %	7.55%

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security (Rule 124)

TO: Genesis Operating GP Inc. an insolvent person

Take notice that:

1. **BUSINESS DEVELOPMENT BANK OF CANADA**, a secured creditor, intends to enforce its security against the following property of the insolvent persons listed below:
 - Real Property legally described as:

 Surface Parcel #102697094
 NW Sec 22 TWP 17 Rge 24 W 2 Extension 1
 As Described on Certificate of Title 98MJ00780 which described this parcel
 (the “**Lands**”)
 - All rents and leases arising from the Lands
 - All present and after-acquired personal property of the insolvent person
 - All proceeds of the foregoing

2. The security that is to be enforced is in the form of:
 - Mortgage dated September 16, 2020 in the principal amount of \$9,000,000 registered against the Lands (the “**Mortgage**”)
 - General Assignment of Rentals dated September 16, 2020
 - Amending Agreement – Mortgage dated September 14, 2021, amending the amount secured under the Mortgage to \$11,000,000
 - Amending Agreement - General Assignment of Rentals dated September 14, 2021
 - General Security Agreement dated as of September 28, 2020

(collectively, the “**Security**”)

3. The total amount of the indebtedness secured by the Security as of September 24, 2025 is \$7,586,940.15, plus ongoing interest, fees and costs, including legal costs on a solicitor and its own client full indemnity basis.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Calgary, Alberta this 2nd day of October, 2025

**BUSINESS DEVELOPMENT BANK OF CANADA
BY ITS COUNSEL
GOWLING WLG (CANADA) LLP**

Per:



Sam Gabor

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada);
and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2025.

Genesis Operating GP Inc.

Per: _____

Name:

Position:

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security
(Rule 124)

TO: Genesis Grain & Fertilizer GP Inc. an insolvent person

Take notice that:

1. **BUSINESS DEVELOPMENT BANK OF CANADA**, a secured creditor, intends to enforce its security against the following property of the insolvent persons listed below:
 - All present and after-acquired personal property of the insolvent person.
 - All proceeds of the foregoing.
2. The security that is to be enforced is in the form of:
 - General Security Agreement dated as of September 28, 2020

(the “**Security**”)
3. The total amount of the indebtedness secured by the Security as of September 24, 2025 is \$7,586,940.15, plus ongoing interest, fees and costs, including legal costs on a solicitor and its own client full indemnity basis.
4. The secured creditor will not have the right to enforce the Security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Calgary, Alberta this 2nd day of October, 2025

**BUSINESS DEVELOPMENT BANK OF CANADA
BY ITS COUNSEL
GOWLING WLG (CANADA) LLP**

Per: _____



Sam Gabor

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada);
and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2025.

Genesis Grain & Fertilizer GP Inc.

Per: _____

Name:

Position:

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security
(Rule 124)

TO: Genesis Grain & Fertilizer Limited Partnership an insolvent person

Take notice that:

1. **BUSINESS DEVELOPMENT BANK OF CANADA**, a secured creditor, intends to enforce its security against the following property of the insolvent persons listed below:
 - All present and after-acquired personal property of the insolvent person.
 - All proceeds of the foregoing.
2. The security that is to be enforced is in the form of:
 - General Security Agreement dated as of September 28, 2020

(the “**Security**”)
3. The total amount of the indebtedness secured by the Security as of September 24, 2025 is \$7,586,940.15, plus ongoing interest, fees and costs, including legal costs on a solicitor and its own client full indemnity basis.
4. The secured creditor will not have the right to enforce the Security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Calgary, Alberta this 2nd day of October, 2025

**BUSINESS DEVELOPMENT BANK OF CANADA
BY ITS COUNSEL
GOWLING WLG (CANADA) LLP**

Per:



Sam Gabor

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada);
and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2025.

Genesis Grain & Fertilizer Limited Partnership

Per: _____

Name:

Position:

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security (Rule 124)

TO: Genesis G&F Operating LP an insolvent person

Take notice that:

1. **BUSINESS DEVELOPMENT BANK OF CANADA**, a secured creditor, intends to enforce its security against the following property of the insolvent persons listed below:
 - Real Property legally described as:

 Surface Parcel #102697094
 NW Sec 22 TWP 17 Rge 24 W 2 Extension 1
 As Described on Certificate of Title 98MJ00780 which described this parcel
 (the “**Lands**”)
 - All rents and leases arising from the Lands
 - All present and after-acquired personal property of the insolvent person
 - All proceeds of the foregoing

2. The security that is to be enforced is in the form of:
 - Mortgage dated September 16, 2020 in the principal amount of \$9,000,000 registered against the Lands (the “**Mortgage**”)
 - General Assignment of Rentals dated September 16, 2020
 - Amending Agreement – Mortgage dated September 14, 2021, amending the amount secured under the Mortgage to \$11,000,000
 - Amending Agreement - General Assignment of Rentals dated September 14, 2021
 - General Security Agreement dated as of September 28, 2020

(collectively, the “**Security**”)

3. The total amount of the principal indebtedness secured by the Security as of September 24, 2025 is \$7,586,940.15, plus ongoing interest, fees and costs, including legal costs on a solicitor and its own client full indemnity basis.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the ten (10) day period after this notice is sent unless the insolvent person(s) each consent to an earlier enforcement.

DATED at Calgary, Alberta this 2nd day of October, 2025

**BUSINESS DEVELOPMENT BANK OF CANADA
BY ITS COUNSEL
GOWLING WLG (CANADA) LLP**

Per:



Sam Gabor

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada);
and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2025.

**Genesis G&F Operating LP by its general partner
Genesis Operating GP Inc.**

Per: _____

Name:

Position:

Exhibit "12" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

QUEEN'S BENCH FOR SASKATCHEWAN

2019 SKQB 56

Date: **2019 02 25**
 Docket: QBG 504 of 2018
 Judicial Centre: Saskatoon

BETWEEN:

NEWAGCO INC.,

APPLICANT

- and -

SYNGENTA CROP PROTECTION, LLC,

RESPONDENT

Counsel:

Peter T. Bergbusch
 Collin K. Hirschfeld, Q.C.

for the applicant
 for the respondent

JUDGMENT
 February 25, 2019

MESCHISHNICK J.

[1] On an application without notice by the respondent, Syngenta Crop Protection, LLC [Syngenta], this court on April 6, 2018 ordered the registration of a judgment [Sask Judgment] against the applicant, NewAgco Inc. [NewAgco], pursuant to *The Enforcement of Foreign Judgments Act*, SS 2005, c E-9.121 [Act], in the amount of \$1,123,500.

[2] NewAgco applies to set aside the Sask Judgment and for an order terminating the seizure of its bank account.

The Parties

[3] Syngenta is a limited liability company organized under the laws of the State of Delaware. It holds rights in certain data which if used by others in the application for the registration of a pesticide entitles it to compensation under United States law.

[4] NewAgco is a business corporation registered under the laws of the Province of Saskatchewan. In its corporate profile report, it describes the nature of its business as “Generic Pesticide Research, Development and Registration”. The corporate profile report shows Jason Mann as the only officer, director and shareholder of NewAgco.

[5] There is another entity that appears to go by the name of NewAgco Inc. It is a business corporation that appears to have been registered according to the laws of Barbados. The certificate of incorporation issued under the Companies Act of Barbados shows that it [“NewAgco Barbados”] was incorporated on March 29, 2006 and has three directors, namely, James Mann from Saskatoon, and Gillian Ralston Jordan and Kathy-Ann Thompson who are both residents of Barbados.

[6] According to the evidence of Jason Mann the shares of NewAgco Barbados are owned by 101072498 Saskatchewan Ltd. Both Jason Mann and James Mann are officers and directors of this company. This company has two shareholders each of which are corporations. Each holds 50 percent of the voting shares. James Mann is the sole officer, director and shareholder of one of these corporations and Jason Mann is the sole officer, director and shareholder of the other.

[7] In its application for a name search and reservation in Barbados, NewAgco Barbados said that the main type of business that it would be carrying on would be “international trade and commerce as defined in s. 6 of the International

Business Companies Act in respect of creating and managing Intellectual Property in the Agricultural Sector and as an International business company.”

The Proceedings Giving Rise to the Judgment

[8] Under United States law when someone relies on data of another in support of an application to register a pesticide, the other party is entitled to compensation for that use. If compensation cannot be negotiated it is determined by arbitration.

[9] Syngenta’s data was used in an application to register a pesticide. Compensation could not be negotiated and Syngenta referred the matter of compensation to arbitration. Syngenta identified the respondent in the arbitration proceeding only as “NewAgco”, located at “Orena St. Lawrence Main Road, Christ Church, Barbados 15029”.

[10] In the arbitration process a settlement was reached the terms of which are contained in an agreement which was entered into effective August 29, 2016 [Settlement Agreement]. It says that the Settlement Agreement is between Syngenta and NewAgco, a Barbados corporation. The Settlement Agreement goes on to provide:

- (a) a definition of NewAgco Inc, the Barbados Corporation:

“NewAgco” shall mean and refer to NewAgco, Inc. and any entity directly or indirectly owned or controlled by NewAgco, directly or indirectly controlling NewAgco (including without limitation James and/or Jim Mann), or directly or indirectly under common control with NewAgco, whether existing as of the date of the Settlement Agreement or established thereafter;

- (b) that the arbitrators shall enter a consent judgment in the arbitration proceeding;

- 4 -

- (c) in default of the payments called for in the Settlement Agreement, Syngenta could, among other things, enter judgment in any court of competent jurisdiction in the United States;
- (d) that the law of the State of Delaware applied to the interpretation and enforcement of the Settlement Agreement;
- (e) that the parties agreed to submit to the jurisdiction of the United States District Court for the District of Columbia; and
- (f) that the service of process in relation to enforcement of the Settlement Agreement would be accepted by the payor at:

Jason Mann
NewAgco Inc
320-22nd Street East
Saskatoon Sk S7K 0H1
Canada

[11] The Settlement Agreement is signed on behalf of NewAgco Barbados by C. Evans, director.

[12] The Settlement Agreement was confirmed in a consent judgment issued by the arbitration panel [Arbitration Judgment].

[13] When the payor under the Settlement Agreement defaulted in paying the settlement amount, Syngenta brought an action in the United States District Court for the District of Columbia [Columbia Action] to confirm the Arbitration Judgment.

[14] The pleadings comprising the Columbia Action were personally served on Jason Mann at the Saskatoon address on October 6, 2017.

[15] No appearance was filed in the Columbia Action by the

defendant/respondent. A judgment was entered in that action on December 8, 2017 [Columbia Judgment]. That was the judgment that was registered in this court and became the Sask Judgment.

Relevant Provisions of the *Act*

[16] This application will be decided by applying these sections of the *Act*:

4 A foreign judgment cannot be enforced in Saskatchewan if:

- (a) the court of the state of origin lacked jurisdiction over the judgment debtor or subject-matter contrary to sections 8 and 9;

...

8 A court in the state of origin has jurisdiction in a civil proceeding that is brought against a person if:

- (a) the person expressly agreed to submit to the jurisdiction of the court;

...

- (f) there was a real and substantial connection between the state of origin and the facts on which the proceeding was based.

9 For the purposes of clause 8(f), in the case of a foreign judgment allowed by default, a real and substantial connection between the state of origin and the facts on which the civil proceeding was based is established in, but is not limited to, the following cases:

- (a) the judgment debtor, being a defendant in the court of the state of origin, had an office or place of business in that state and the proceedings were with respect to a transaction effected through or at that office or place;

...

- (d) in an action for damages in contract, the contractual obligation was or should have been performed in the state of origin;

...

10 A foreign judgment shall not be enforced in Saskatchewan if the judgment debtor proves to the satisfaction of the enforcing court that:

- (a) there was not a real and substantial connection between the state of origin and the facts on which the civil proceeding was

- 6 -

based; and

(b) it was clearly inappropriate for the court in the state of origin to take jurisdiction.

General Principles Relating to Enforcement of Foreign Judgments

[17] This court recently reviewed the general principles to be observed in applications such as the one before me in *Britton v Simon (Estate)*, 2016 SKQB 30, [2016] 6 WWR 133. While that case did not deal with the questions of whether the originating court had jurisdiction over the parties these observations of Kalmakoff J. are applicable:

22 The *EFJA* [*The Enforcement of Foreign Judgments Act*, SS 2005, c E-9.121] governs the registration and enforcement in Saskatchewan of judgments obtained in foreign jurisdictions. The *EFJA* removes the need for a party who has obtained a judgment in a foreign jurisdiction to bring a separate action in this province to enforce it. The ability to enforce foreign judgments in the location where the judgment debt or resides and has assets, whether at common law or pursuant to statute, has long been an important part of our legal system. In *Chevron Corp. v Yaiguaje*, 2015 SCC 42, 388 DLR (4th) 253 [*Chevron*], Justice Gascon commented on the purpose of recognition and enforcement proceedings relating to foreign judgments. At paras. 43 and 44, he wrote:

43 Canadian law recognizes that the purpose of an action to recognize and enforce a foreign judgment is to allow a pre-existing obligation to be fulfilled; that is, to ensure that a debt already owed by the defendant is paid. As Pitel and Rafferty explain, such an action “is based not on the original claim the plaintiff had pursued against the defendant but rather on the obligation created by the foreign judgment”: p. 159; see also P. M. Perell and J. W. Morden, *The Law of Civil Procedure in Ontario* (2nd ed. 2014), at para 11.177. The following comment made by McLachlin C.J. in *Pro Swing* [*Pro Swing Inc. v Elta Golf Inc.*, 2006 SCC 52, [2006] 2 SCR 612] (although in dissent) also reflects this logic: “Barring exceptional concerns, a court’s focus when enforcing a foreign judgment is not on the substantive and procedural law on which the judgment is based, but instead on the obligation created by the judgment itself”: para. 77.

44 Important consequences flow from this observation. First, the purpose of an action for recognition and enforcement is not to evaluate the underlying claim that gave rise to the original dispute, but rather to assist in enforcing an already-adjudicated obligation. In other words, the enforcing court's role is not one of substance, but is instead one of facilitation: *Pro Swing*, at para. 11. The court merely offers an enforcement mechanism to facilitate the collection of a debt within the jurisdiction. This entails that the enforcing court does not exercise jurisdiction in the same way as it does in actions at first instance. In a first instance case like *Van Breda*, the focus is on whether the court has jurisdiction to determine the merits of a substantive legal claim; in a recognition and enforcement case, the court does not create a new substantive obligation, but instead assists with the fulfillment of an existing one.

23 Comity is an important principle underlying the recognition and enforcement of foreign judgments: *Beals v Saldanha*, 2003 SCC 72 at paras 20-29, [2003] 3 SCR 416 [*Beals*]. As Justice Gascon also noted in *Chevron*, at para 53:

53 As this review of the Court's statements on comity shows, the need to acknowledge and show respect for the legal acts of other states has consistently remained one of the principle's core components. Comity, in this regard, militates in favour of recognition and enforcement. Legitimate judicial acts should be respected and enforced, not sidetracked or ignored. ...

24 The decisions in *Beals* and *Chevron* refer to enforcement and recognition proceedings at common law, but in my view, the common law principles pertaining to registration and enforcement of foreign judgments discussed and approved in *Beals* and *Chevron*, including the principle of comity, are fully incorporated in the *EFJA*.

25 Accordingly, my task at this stage is not to adjudicate the original rights of the parties, or consider the merits of the claim that led to the judgment and award of damages against Mr. Britton. That has already been decided by a court which had jurisdiction over the parties and the subject matter in dispute. Furthermore, this is not an appeal. It is not my duty, nor do I have discretion, to review the correctness of the trial court's decision. My role on this application is to determine whether any of the circumstances outlined in the *EFJA* for refusing to enforce the judgment in Saskatchewan, in whole or in part, have been established. As Justice Gascon noted, at para 48 of *Chevron*, "[t]he manner in which the court exercises control over the parties is thus different — and far less invasive — than in an action at first instance."

NewAgco's Case

[18] NewAgco's position is not a complicated one. It says NewAgco and NewAgco Barbados are separate companies. Respecting the principle of corporate separateness as recognized in cases such as *Sun Indalex Finance, LLC v United Steelworkers*, 2013 SCC 6, [2013] 1 SCR 271 and *Yaiguaje v Chevron Corporation*, 2018 ONCA 472, 423 DLR (4th) 68, NewAgco argues that since it was not a party to the Settlement Agreement:

- (a) it did not expressly agree to submit to the jurisdiction of the originating court. The originating court therefore had no jurisdiction over it; and
- (b) since it played no part in applying to register the pesticide, was not a party to the Arbitration Proceeding, did not participate in negotiating or approving the Settlement Agreement, and since the Columbia Action was an action to confirm the Arbitration Judgment which in turn confirmed the Settlement Agreement, there was no real and substantial connection between the state of origin and the facts on which the proceeding was based.

Syngenta's Response

[19] Syngenta argues that by virtue of clauses in the Settlement Agreement where the parties agreed to an expanded definition of NewAgco and to submit to the jurisdiction of the originating court that the originating court clearly had jurisdiction over NewAgco.

[20] It further argues that since the Columbia Judgment was grounded on the breach of the Settlement Agreement which the parties agreed would be governed by the laws of the State of Delaware that there was a real and substantial connection

between Delaware and the facts on which the proceeding was based.

[21] Alternatively, Syngenta says that if NewAgco is not a party to the Settlement Agreement, that longstanding exceptions to the law of privity of contract will result in these circumstances, in a finding that NewAgco is bound by the Settlement Agreement.

Analysis

[22] Section 4(a) of the *Act* directs that the Columbia Judgment shall not be enforced in this province if the originating court lacked jurisdiction over NewAgco or the subject matter contrary to ss. 8 and 9.

[23] Section 8 sets out a list of situations when the originating court will have jurisdiction over NewAgco or the subject matter. The two situations that are at issue here are whether NewAgco “expressly agreed” to submit to the jurisdiction of the originating court pursuant to s. 8(a) or whether there was “a real and substantial connection between the state of origin and the facts on which the proceeding was based” pursuant to s. 8(f).

[24] Section 9 of the *Act* goes on to list situations where the real and substantial connection test set out in s. 8(f) will be satisfied. The two situations set out in s. 9 that are available to satisfy the test in this case are s. 9(a), that NewAgco had a place of business in the District of Columbia and s. 9(d), the contractual obligation that was breached should have been performed in the District of Columbia.

[25] Section 10 of the *Act* says that the Columbia Judgment shall not be enforced in Saskatchewan if NewAgco proves that there was no real and substantial connection between the originating court and the facts on which the Columbia Action was based or if it was clearly inappropriate for the originating court to take

jurisdictions.

[26] In summary, the *Act* then says that NewAgco will succeed in this application if:

- (a) it did not expressly agree to submit to the jurisdiction of the originating court;
- (b) that there was no real and substantial connection between the State of Delaware and the facts on which the Columbia Action were based which will in turn require proof that NewAgco did not carry on business in Delaware or that the Settlement Agreement was to be performed in that state.

[27] If these questions are answered in NewAgco's favour then I will have to address whether NewAgco Barbados or one of its board of directors was authorized to bind NewAgco to the terms of the Settlement Agreement.

[28] I will address these questions in order.

Express Agreement to Submit to the Originating Court

[29] In the Columbia Action the named defendant was "NewAgco Inc". In the petitions for confirmation of the Arbitration Judgment, and in the proposed order, the named respondent was also "NewAgco Inc". Throughout the pleadings it was referred to generically as "NewAgco".

[30] In the pleadings in the Columbia Action it was specifically alleged that:

- (a) the respondent, NewAgco, was a business corporation existing under the laws of Saskatchewan Canada with a principal place of business at 320 -

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22nd Street East, Saskatoon, Saskatchewan Canada S7K 0H1;

- (b) the respondent, NewAgco, also resided at “Orena” St. Lawrence Main Road, Christ Church, Barbados 15029 [emphasis added];
- (c) under the Settlement Agreement, the respondent, NewAgco, was defined as including any and all affiliates of NewAgco including James and/or Jim Mann.

[31] No explanation was provided as to why the pleadings in support of the petition to confirm the Arbitration Judgment treated NewAgco and NewAgco Barbados as being the same entity.

[32] As noted earlier, Syngenta as early as when it referred the matter of compensation to arbitration identified the respondent in the arbitration proceeding only as “NewAgco”, located at “Orena St. Lawrence Main Road, Christ Church, Barbados 15029”.

[33] I can come to no other conclusion on the evidence before me other than that NewAgco and NewAgco Barbados are separate corporations. They have different dates of incorporation. They are not under common control at the management or board of director level. Jason Mann is the only officer and director of NewAgco and so far as the evidence shows is not an officer or director of NewAgco Barbados.

[34] As the sole directing mind of NewAgco, Jason Mann testifies in his affidavit that NewAgco did not agree to be bound by the terms of the Settlement Agreement and that at no time did NewAgco participate in the court proceedings that led to the Columbia Judgment in the United States.

[35] As I have already noted, the Settlement Agreement is signed on behalf

of NewAgco Barbados by C. Evans, director.

[36] To the extent that the application inferred that NewAgco and NewAgco Barbados were the same entity, it was in error.

[37] There is no doubt that the originating court had jurisdiction over NewAgco Barbados. It was NewAgco Barbados who Syngenta named as the respondent in the arbitration proceedings. It was NewAgco Barbados who signed the Settlement Agreement and thereby agreed to submit to the jurisdiction of the originating court. But, there is no evidence that NewAgco, a separate entity, even participated in the negotiation of the Settlement Agreement much less agreed to be bound by it.

[38] NewAgco has satisfied me that it was not a direct party to the Settlement Agreement. If so, the terms in which NewAgco Barbados was defined to include related corporations and, by application of that definition, that NewAgco submitted to the jurisdiction of the District Court of Columbia are not binding on NewAgco.

[39] NewAgco has not expressly agreed to submit to the jurisdiction of the originating court.

Carry On Business

[40] Jason Mann's evidence that NewAgco is not registered to and does not carry on business anywhere in the United States is not challenged.

[41] It was NewAgco Barbados that filed the application for the registration of the pesticide. It was NewAgco Barbados who Syngenta named as the respondent in the arbitration proceedings. It was NewAgco Barbados who apparently negotiated the

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Settlement Agreement as there is no evidence that NewAgco participated in those discussions. It was certainly NewAgco Barbados who signed the Settlement Agreement.

[42] There is no evidence that NewAgco participated in any of these actions or decisions much less had a place of business in Delaware where these decisions or actions would need to have been taken.

[43] NewAgco has satisfied me that it did not carry on business in the State of Delaware.

Contractual Obligation to be Performed in Delaware

[44] The Settlement Agreement identified Syngenta as a limited liability company organized under the laws of the State of Delaware and as having its principal place of business in Greensboro, North Carolina. The Settlement Agreement also called for payments of the settlement amount by wire transfer to a Syngenta bank account with the Bank of America. The location of the Bank of America account was not identified.

[45] In addition, having concluded that NewAgco was not a party to the Settlement Agreement it follows that even if payments under the Settlement Agreement were to be made in Delaware it was not NewAgco who was liable to make those payments.

[46] Section 9(d) of the *Act* is of no assistance to Syngenta.

Authority to Bind NewAgco to the Settlement Agreement

[47] In the Columbia Action, Syngenta sought confirmation of the

Arbitration Judgment which reads:

Judgment is hereby entered in favour of Syngenta and in conformity with the terms agreed by the Parties in the Settlement Agreement.

[48] It was the Settlement Agreement that formed the terms of the Arbitration Judgment which in turn created the liability that gave rise to the Delaware Judgment.

[49] Having already determined that NewAgco was not bound as a direct party to the Settlement Agreement or by virtue of the definition of NewAgco found in it, I will deal with Syngenta's argument that NewAgco's separate corporate existence should not insulate it from liability under the Settlement Agreement.

[50] Should I find that NewAgco through its or the actions of NewAgco Barbados is bound by the Settlement Agreement then it would be found to have expressly agreed to submit to the jurisdiction of the originating court and the Columbia Judgment would be enforced against it in Saskatchewan.

[51] Syngenta points the court to *1196303 Ontario Inc. v Glen Grove Suites Inc.*, 2015 ONCA 580 [*Glen Grove*], as an example of where an entity or the person signing a contract could bind another corporation to that contract. In coming to the conclusion it did in that case, the Ontario Court of Appeal relied on these principles of agency law found at para. 71:

- (a) An agency relationship may be implied from the conduct or situation of the parties;
- (b) Whether an agency relationship exists is a question of fact to be determined in light of the surrounding circumstances.

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[52] In the *Glen Grove* case, as is the case before me, only one party formally signed a settlement agreement. The settlement agreement in that case called for *Glen Grove*, who was not an express party to that agreement, to guarantee the payments under the settlement agreement and provide security for those payments.

[53] The court found that the person who signed the settlement agreement on behalf of the named party also had acted on behalf of *Glen Grove* and had authority to bind it. In coming to that conclusion there were a number of circumstances and actions by the person who signed the settlement agreement that established an implied agency relationship which bound *Glen Grove* to the settlement agreement. The fact that the person signing the agreement operated and managed both companies, had *de facto* control over them and full authority to enter into transactions on their behalf supported the finding of an implied agency relationship.

[54] In this case, the Settlement Agreement was signed by a person who was a director of NewAgco Barbados. There is no evidence that this individual or any other member of the board of directors of NewAgco Barbados had authority as an officer or director, *de facto* or otherwise, of NewAgco to sign the Settlement Agreement on its behalf. I have no evidence in this case that the person who signed the Settlement Agreement or any member of the board of directors of NewAgco Barbados had any involvement in the management and operation of NewAgco much less an example of where a claim could be made that any of them had authority to bind NewAgco to a contract.

[55] Looking at the same issue from the perspective of NewAgco, I have the uncontroverted evidence that Jason Mann is not involved in the day-to-day operations of NewAgco Barbados. There is no evidence to suggest that Jason Mann, who is the sole officer, director and shareholder of NewAgco, participated in the decisions by

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NewAgco Barbados to apply for the registration of a pesticide in the United States or that he participated in the decision to use the Syngenta data that gave rise to the Syngenta claim. Similarly, there is no evidence suggesting that Jason Mann participated in the negotiation of the Settlement Agreement or played any part in a corporate decision to approve it.

[56] I also note that Jason Mann is not listed in the definition of NewAgco found in the Settlement Agreement. The only item connecting Jason Mann personally to the Settlement Agreement is that he is shown as the person who along with the Saskatoon address for NewAgco that can be served with further process relating to enforcement of the Settlement Agreement.

[57] There is no evidence of any conduct or representations by NewAgco Barbados or any of its officers and directors from which it could be inferred, objectively or otherwise, that it had authority to act as agent for NewAgco.

[58] The same holds true when the relationship is looked at from the point of view of NewAgco. There is no conduct or representations by NewAgco or its officers and directors from which it could be inferred that it authorized NewAgco Barbados or any of its officers and directors to act as its agent.

[59] Syngenta has also raised other cases where courts have found defendants liable in contract even though they were not expressly a party to it. It points to *Seip & Associates Inc. v Emmanuel Village Management Inc.*, 2009 ONCA 222, 247 OAC 78 and *De Morales v Lafontaine-Rish Medical Group Ltd.*, (2009) OJ No 2572 (QL), aff'd 2010 ONCA 59. In both of those cases the decisive factor underpinning the findings that a third party was privy to a contract was that both the party and the non-party had a common directing mind.

[60] These cases can be distinguished for the same reasons that distinguish *Glen Grove*.

[61] As I have concluded that NewAgco Barbados was not acting as an agent for NewAgco when it signed the Settlement Agreement, NewAgco has satisfied me on the evidence that I have, that NewAgco and NewAgco Barbados did not have a common directing mind.

Conclusion

[62] The originating court had jurisdiction over NewAgco Barbados and the subject matter of the action as it related to NewAgco Barbados.

[63] But, NewAgco was not a party to nor bound by the law of agency to the terms of the Settlement Agreement and as a result did not submit to the jurisdiction of the originating court. Nor did it carry on business in the State of Delaware.

[64] NewAgco has proven to my satisfaction that there was no real and substantial connection between Delaware and the facts on which the proceeding to confirm the Arbitration Judgment against NewAgco were based. It has also proven to my satisfaction that because the originating court had no jurisdiction over NewAgco that it was inappropriate for the originating court to take jurisdiction.

[65] The application is therefore allowed and the judgment that has been issued in this court shall be vacated.

[66] With the judgment vacated, there is no basis for the continuation of the enforcement charge that has been registered as a result of the Sask Judgment or the enforcement of it. Any such enforcement charge and the seizure of NewAgco's bank

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account at the Bank of Montreal are also vacated.

[67] NewAgco shall have its costs to be taxed.

J.
G.A. MESCHISHNICK

Exhibit "13" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

**SUMMARY OF ACTIVE OR RECENTLY CLAIMS INVOLVING:
AGRACITY CROP & NUTRITION LTD., NEWAGCO INC., MPOWER LOGISTICS LTD.,
VIKING CROP PRODUCTION PARTNERS INC., and 101072497 SASKATCHEWAN LTD.¹**

¹ These are all the active or recent active litigation matters (since November 30, 2022) where Miller Thomson LLP has served as counsel, but not including litigation matters in which James Mann and Farmers of North America are adverse.

A. AGRACITY CROP & NUTRITION LTD. (AGRACITY)

No.	Parties	Court File No.	Province	Description of Claim
1.	Ningbo Yikwei Chemicals v AgraCity Crop and Nutrition Ltd.	QBG-SA-86-2022	SK	Action against AgraCity for failing to pay for agricultural chemicals. AgraCity complied with its settlement obligations pursuant to an agreement with the Plaintiff and this litigation is inactive. This action has been inactive for over 3 years.
2.	AgraCity Crop and Nutrition Ltd. v Farms and Families of North America Incorporated and James Mann	KBG-SA-773-2024	SK	AgraCity has filed a Statement of Claim against James Mann and FNA to recover the amounts paid to Shannon Nauss, pursuant to a settlement agreement.
3.	Janet Clarke v AgraCity Crop and Nutrition Ltd.	QBG-SA-1774-2019	SK	This is a wrongful dismissal claim arising from the dismissal of a former AgraCity employee who was employed for approximately one month. Document production has occurred on this litigation. No further steps have been taken. A prior labour standards complaint, by the same employee, was dismissed.
4.	FNA and James Mann v. AgraCity Crop and Nutrition Ltd. and Jason Mann	QBG-SA-948-2017 QBG-SA-1336-2018 QBG-SA-1548-2018 QBG-SA-801-2019	SK	Shareholder litigation between Jason and James Mann around control of AgraCity.
5.	Marble Ridge Farms Ltd. v AgraCity Crop and Nutrition Ltd.	CI 22-01-37360	MB	Action against AgraCity for damages arising from an alleged failure to deliver part of an order for herbicide, while the herbicide which was actually delivered is alleged to have been unfit for use and caused damage to the plaintiff's crops. This action has been inactive for approximately 2+ years. No steps were taken beyond the filing of pleadings.
6.	ConciergeCity Corporation v AgraCity Crop and Nutrition Ltd.	KBG-SA-890-2022	SK	ConciergeCity Corporation claims damages against AgraCity and other defendants for breach of contract regarding failure to pay invoices totalling \$1,260,000 for consulting services provided. AgraCity has defended this Action alleging that the contract was already terminated and

No.	Parties	Court File No.	Province	Description of Claim
				<p>ConciergeCity did not perform the services in the contract, therefore ConciergeCity is not entitled to compensation. [REDACTED]</p> <p>[REDACTED] This claim overlaps with the claim listed in #7 below. No steps have been taken in this Action other than the filing of pleadings. This Action has been overtaken by the lawsuit referenced in #7 below.</p>
7.	Dmitry Sokolsky and ConciergeCity Corporation v AgraCity Crop and Nutrition Ltd et al.	KBG-SA-665-2024	SK	<p>The allegations are that the plaintiffs were induced by verbal and written agreements with the defendant corporations, as well as individual defendants, into working at AgraCity in a financial advisor capacity and that various contractual obligations were breached. [REDACTED]. This claim overlaps with the claim listed in #6 above.</p>
8.	FNA and James Mann v AgraCity Crop & Nutrition Ltd., Genesis G&F Operating LP, Genesis Operating GP Inc., Genesis Grain & Fertilizer Limited Partnership, Genesis Grain & Fertilizer GP Inc., et al.	QBG-SA-701-2022	SK	<p>The allegations are that Jason breached fiduciary duties, made misrepresentations, and committed a breach of trust (among other allegations) by transferring carriage of a fertilizer manufacturing facility project from FNA Fertilizer GP Inc. to Genesis Fertilizer GP Inc. via a unitholder vote in July 2022. This Action has been overtaken by the lawsuit referenced in #9 below.</p>
9.	James Mann v Jason Mann, AgraCity Crop and Nutrition Ltd. Genesis Fertilizer General Partnership Inc. and 10119748 Saskatchewan Ltd.	KBG-SA-665-2023	SK	<p>This litigation has been commenced by James Mann against Jason Mann, AgraCity, Genesis Fertilizers GP Inc, and 7148 Saskatchewan Ltd. The application alleges that Jason diverted from James, the opportunity to benefit from acquiring a carried interest in two underlying projects implicated in this litigation – a fertilizer distribution center and a fertilizer manufacturing facility. The remedies in this litigation are sought from Jason Mann and Genesis Fertilizer GP. A remedy has not directly been sought from AgraCity.</p>

No.	Parties	Court File No.	Province	Description of Claim
10.	AGA Square Developments Ltd. v AgraCity Crop and Nutrition Ltd.	KBG-SA-281-2023	SK	Action against AgraCity for failure to remit rent payments to the Plaintiff, Aga Square Developments Ltd, in relation to office facilities. This litigation has been inactive for approximately two (2) years. The rent owed was paid by AgraCity, but a formal discontinuance of action was not filed. Further, when AgraCity recently vacated its previous location, the correspondence with AGA includes an implicit acknowledgment that no debt is owed to AGA, but there is a dispute over whether certain items left at the office facilities belong to AGA or to AgraCity.
11.	Anhui Huaxing Chemical Industry Co. Ltd. v AgraCity Crop and Nutrition Ltd.	KBG-SA-1152-2023	SK	This action is a claim alleging AgraCity is in breach of contracts with Anhui Huaxing Chemical Industry Co., Ltd for failure to pay. AgraCity counterclaimed for a breach of contract as well, alleging Huaxing failed to deliver product to AgraCity in accordance with representations made. The claimed amount is \$6.7 million USD. [REDACTED]
12.	24-7 Farms Ltd. v AgraCity Crop and Nutrition Ltd.	KBG-SC-49-2025	SK	This is an action by the Plaintiff alleging non-delivery of agricultural chemicals by AgraCity in the amount of \$178,579.00. [REDACTED]
13.	3 Sprouts Grain Ltd. v AgraCity Crop and Nutrition Ltd.	KBG-SC-63-2025	SK	This is a claim alleging AgraCity is in breach of contract with 3 Sprouts Grain Ltd., for failure to deliver agricultural chemicals in the amount of \$35,736.00. AgraCity advises that this matter has been settled.
14.	AEL Heaver Farms Ltd. v AgraCity Crop and Nutrition Ltd.	KBG-BF-114-2025	SK	This is an action by the Plaintiff alleging non-delivery of farming chemicals in the amount of \$85,751.00. AgraCity advises that this matter has been settled.

No.	Parties	Court File No.	Province	Description of Claim
15.	Ardell Seeds Ltd. v Agracity Crop and Nutrition Ltd.	KBG-SA-716-2025	SK	This is an action by the Plaintiff alleging non-delivery of crop inputs by the Defendant in the amount of \$39,700.20. [REDACTED]
16.	Bakers Acres Inc. v Agracity Crop and Nutrition Ltd.	KBG-SA-886-2025	SK	This is a claim alleging AgraCity is in breach of contract with the Plaintiff, for failure to deliver agricultural chemicals products in the amount of \$126,567.70. [REDACTED]
17.	Triple Farms Ltd. Agracity Crop and Nutrition Ltd.	KBG-RG-1338-2025	SK	This is a claim alleging AgraCity is in breach of contract with the Plaintiff, for failure to deliver agricultural chemicals products in the amount of \$85,000.00 A Default Judgment in the amount of \$85,100.00 has been obtained against AgraCity. [REDACTED]
18.	H & E Acres v Agracity Crop and Nutrition Ltd.	KBG-RG-1721-2025	SK	This is an action by the Plaintiff alleging non-delivery of crop inputs in the amount of \$67,773.00. [REDACTED]
19.	High Country Acres Limited v Agracity Crop and Nutrition Ltd.	KBG-SA-887-2025	SK	This is a claim alleging AgraCity is in breach of contract with the Plaintiff, for failure to deliver agricultural chemicals products. [REDACTED]

No.	Parties	Court File No.	Province	Description of Claim
20.	Tee Two Land & Cattle Co. Inc. v Agracity Crop and Nutrition Ltd.	KBG-SA-633-2025	SK	This is a claim alleging AgraCity is in breach of contract with the Plaintiff, for failure to deliver fertilizer. AgraCity advises that this litigation has settled.
21.	1194810 Alberta Ltd. v AgraCity Crop and Nutrition Ltd.	2514-00272	AB	This is a claim alleging AgraCity is in breach of lease with the Plaintiff, for failure to pay rent in the amount of \$517,915.30, plus interest. [REDACTED]
22.	Farm Credit Canada v 101258391 Saskatchewan Ltd., Melanie Lay, Tessa Lay, James Mann, AgraCity Crop & Nutrition Ltd.	QBG-SC-144-2021	SK	This was a foreclosure action between 101258391 Saskatchewan Ltd. (" 391 Sask ") and Farm Credit Canada (" FCC "). 391 Sask mortgaged certain farm land in Hodgeville, Saskatchewan (the " Land ") to FCC as security for a loan which FCC provided to 391 Sask. 391 Sask's mortgage fell in arrears and AgraCity's lent approximately \$300,000 in funds it lent to 391 Sask, to assist 391 Sask in bringing its mortgage current with FCC. These funds were secured with a mortgage granted to AgraCity. Ultimately, FCC succeeded in the Action and the Land was sold to pay out the indebtedness owed to FCC. [REDACTED]
23.	Prairie Packaging Inc. v AgraCity Crop & Nutrition Ltd.	KBG-SA-1261-2025	SK	This is a claim by a packaging supplier for payment unpaid invoices in the amount of \$214,829.96.

B. NEWAGCO INC. (NEWAGCO)

No.	Parties	Court File No.	Province	Description of Claim
1.	James Mann and 101019482 Saskatchewan Ltd. v Jason Mann and NewAgco Inc.	QBG-SA-1262-2019	SK	In this action, James Mann claims a 50% ownership stake in NewAgco, alleging that Jason Mann improperly deprived him of his ownership interest in NewAgco. Jason Mann and NewAgco have defended this Claim.

C. NEWAGCO & AGRACITY – INTELLECTUAL PROPERTY LITIGATION

No.	Parties	Federal Court File No.	Description of Claim
1.	University of Saskatchewan, BASF Agrochemical Products B.V., BASF Corporation and BASF Canada Inc. v NewAgco Inc. and Agracity Crop & Nutrition Ltd.	T-91-2020	Action against AgraCity and NewAgco for alleged patent infringement, causing the Plaintiffs (University of Saskatchewan, BASF Agrochemical Products B.V., BASF Corporation and BASF Canada Inc.) to suffer damages. NewAgco is represented by Sprigings IP Law in this litigation, and advises that this matter has been settled.
2.	UPL NA Inc., Arysta Lifescience North America, LLC and UPL Agrosolutions Canada Inc. v NewAgco Inc. and Agracity Crop & Nutrition Ltd.	T-604-19	Action against AgraCity and NewAgco for alleged patent infringement, resulting in damages suffered. The trial in this Action resulted in a judgment rendered against NewAgco and AgraCity, from which an appeal was dismissed. The trial judgment has been fully paid out, and this litigation is no longer active.
3.	BASF Agricultural Solutions Seed Us LLC BASF Canada Inc. v NewAgco Inc. and Agracity Crop & Nutrition Ltd.	T-449-20	Action against AgraCity and NewAgco for alleged trademark infringement, resulting in damages suffered. NewAgco and AgraCity are represented by Sprigings IP Law in this litigation. NewAgco and AgraCity advise that this litigation has concluded.

D. MPOWER LOGISTICS LTD.

No.	Parties	Court File No.	Province	Description of Claim
1.	Ten Canada Ltd. v MPower Logistics Ltd.	KBG-RG-2168-2025	SK	This is an action against MPower for non-payment of amounts owing to the Plaintiff, in the amount of \$33,947.58, for goods and services rendered to MPower. [REDACTED]

E. VIKING CROP PRODUCTION PARTNERS INC.

No.	Parties	Court File No.	Province	Description of Claim
1.	Ardell AG Corp. v Viking Crop Production Partners Inc.	KBG-SA-0715-2025; 713-2025; 714-2025; 716-2025	SK	There are four separate claims filed by the Plaintiff alleging non-delivery of crop inputs, totalling up to approximately \$394,090.20. The Plaintiff's application for summary judgment on these claims is scheduled to be heard on November 20. The application is opposed. [REDACTED]
2.	102045025 Saskatchewan Ltd. v Viking Crop Production Partners Inc., Doug Weinbender, and Jason Mann	KBG-SA-734-2025	SK	This is a claim alleging that the Defendants are in breach of contract with the Plaintiff due to non-delivery of ordered products in the amount of \$243,789, resulting in damages. Viking advises that this litigation has been settled.

F. 101072497 SASKATCHEWAN LTD.

No.	Parties	Court File No.	Province	Description of Claim
1.	Deer Lodge Hotels Ltd. v 101072497 Saskatchewan Ltd.	KBG-SA-0916-2022	SK	<p>This is a claim alleging that 101072497 Saskatchewan Ltd., failed to make payments in accordance with a mortgage. The claim seeks \$1,179,705.31 in principal, interest and costs.</p> <p>101072497 Saskatchewan Ltd., counterclaimed relying on alleged misrepresentations by and omissions of the Plaintiff as to the presence and prevalence of asbestos which had to be remediated at significant expense to 101072497 Saskatchewan Ltd.</p> <p>A summary judgment application filed by 101072497 Saskatchewan Ltd is scheduled to be heard in January 2026. [REDACTED]</p>

G. GENESIS G&F OPERATING LP, GENESIS OPERATING GP Inc., GENESIS GRAIN AND FERTILIZER LIMITED PARTNERSHIP, and GENESIS GRAIN & FERTILIZER GP INC

No.	Parties	Court File No.	Province	Description of Claim
1.	Newsom, Inc. v Genesis G&F Operating LP and Genesis Operating GP Inc., both in its personal capacity and in its capacity as general partner of Genesis G&F Operating LP	KBG-SA-69-2024	SK	This is a claim by a US supplier against Genesis G&F Operating LP and Genesis Operating GP Inc. (together, " Genesis ") for an unpaid fertilizer account. Genesis advises that this matter has been settled.
2.	Dmitry Sokolsky and ConciergeCity Corporation v AgraCity Crop and Nutrition Ltd, Genesis G&F Operating LP, Genesis Operating GP Inc., Genesis Grain & Fertilizer Limited	KBG-SA-890-2022	SK	Please refer to summary of this Action under the AgraCity section of this document, claim #6.

No.	Parties	Court File No.	Province	Description of Claim
	Partnership, Genesis Grain & Fertilizer GP Inc., et al.			
3.	Dmitry Sokolsky and ConciergeCity Corporation v AgraCity Crop and Nutrition Ltd, Genesis G&F Operating LP, Genesis Operating GP Inc., Genesis Grain & Fertilizer Limited Partnership, Genesis Grain & Fertilizer GP Inc., et al.	KBG-SA-665-2024	SK	Please refer to summary of this Action under the AgraCity section of this document, claim #7.
4.	FNA and James Mann v AgraCity Crop & Nutrition Ltd., Genesis G&F Operating LP, Genesis Operating GP Inc., Genesis Grain & Fertilizer Limited Partnership, Genesis Grain & Fertilizer GP Inc., et al.	QBG-SA-701-2022	SK	Please refer to summary of this Action under the AgraCity section of this document, claim #8.

Exhibit "14" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style and is placed on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

COURT FILE NUMBER QB No. 948 of 2017
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SASKATOON

PLAINTIFFS JASON MANN

DEFENDANT'S JAMES MANN and AGRACITY CROP & NUTRITION LTD.

DUPLICATE ORIGINAL

CLERK'S STAMP

BEFORE THE HONOURABLE
MR. JUSTICE RICHARD W. DANYLIUK
IN CHAMBERS

)
)
)

Thursday, the 13th day of
 July, A.D., 2017

ORDER

UPON THE APPLICATION of Counsel, Jay Watson on behalf of Jason Mann and Tony Merchant, on behalf of James Mann:

IT IS HEREBY ORDERED AS FOLLOWS, THAT:

1. The application is adjourned to Queen's Bench Chambers August 22nd, 2017 at 10:00 a.m.;
2. Between today and the next return date neither Jason Mann nor James Mann (nor anyone acting on their behalf) shall take any action to hire, terminate, oust, promote or demote, or discipline any employees or management or officers/directors of Agracity Crop & Nutrition Ltd., nor take any action whatsoever that is outside the ordinary of business.
3. Further, neither Jason Mann nor James Mann (nor anyone acting on their behalf) shall disparage or undermine the other, or attempt to do so, regarding any employees or management of Agracity Crop & Nutrition Ltd. or any third parties with whom that corporation has business relationships, including customers, suppliers and financiers.
4. Until the matter adjourned to August 22, 2017 is determined Jason Mann shall

continue to act as president and managing director of Agracity Crop & Nutrition Ltd. and in that role he shall not take any steps or conduct himself in a manner that is outside the ordinary scope of business.

5. This Order is made as a stopgap order only, and is not to be taken to be approval or disapproval of the actions or positions of any party hereto, nor is it to be a judgment on the merits of this dispute.
6. This order may be extended by any judge hearing the matter in the future.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 19th day of July, 2017

A. Sule

D/ LOCAL REGISTRAR

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	Cuelenaere Kendall Katzman & Watson LLP
Name of lawyer in charge of file:	Jay Watson
Address of legal firm:	500 – 128 4 th Avenue South Saskatoon SK S7K 1M8
Telephone number:	(306) 653-5000
Fax number:	(306) 652-4171

Exhibit "15" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor



COURT FILE NUMBER	QBG-SA-00948-2017
COURT OF KING'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	SASKATOON
APPLICANTS	JASON MANN
RESPONDENT	JAMES MANN and AGRACITY CROP & NUTRITION LTD.

COURT FILE NUMBER	QBG-SA-01336-2018
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	SASKATOON
PLAINTIFFS	FARMS AND FAMILIES OF NORTH AMERICA INC.
DEFENDANTS	AGRACITY CROP & NUTRITION LTD. and JASON MANN

COURT FILE NUMBER	QBG-SA-00801-2019
COURT OF KING'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	SASKATOON
PLAINTIFFS	AGRACITY CROP & NUTRITION LTD.
DEFENDANTS	FARMS AND FAMILIES OF NORTH AMERICA INC.

COURT FILE NUMBER	QBG-SA-001262-2019
COURT OF KING'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	SASKATOON
PLAINTIFFS	JAMES MANN and 101019482 SASKATCHEWAN LTD.
DEFENDANTS	JASON MANN and NEWAGCO INC.

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COURT FILE NUMBER	QBG-SA-001548-2018
COURT OF KING'S BENCH FOR SASKATCHEWAN	
JUDICIAL CENTRE	SASKATOON
PLAINTIFFS	JAMES MANN
DEFENDANTS	JASON MANN and AGRACITY CROP & NUTRITION LTD.

ORDER

Before the Honourable Justice R.C. Mills in Chambers the 22nd day of October, 2024.

Upon hearing counsel on behalf of the Applicant, AgraCity Crop & Nutrition Ltd. ("**AgraCity**"), Miller Thomson LLP; upon hearing counsel on behalf of the Applicant, Jason Mann ("**Jason**"), Jensen Shawa Solomon Duguid Hawkes LLP; upon hearing Counsel on behalf of the Respondents, James Mann and Farms and Families of North America Inc. dba Farmers of North America and upon reading all of the materials filed:

The Court orders that:

1. The Respondents, are declared to be vexatious litigants and/or litigants who have conducted litigation against the Applicants and entities in which the Applicants are unitholders or shareholders (collectively the "**Limited Parties**"), in a vexatious manner.
2. The Respondents are barred from indirectly or directly commencing any new actions or originating applications [collectively, the "**New Actions**"] in the Court of King's Bench related to any dispute with any of the Limited Parties without the leave of the Court.
3. The Respondents are barred from indirectly or directly commencing or pursuing any new applications in the Court of King's Bench's within the existing actions and originating applications [the "**Current Actions**"] in which the Limited Parties are named parties, without the leave of the Court. The Current Actions in which the Limited Parties are named parties include:
 - (a) QBG-SA-00948-2017: *Jason Mann v James Mann et al*;
 - (b) QBG-SA-01336-2018: *Farms and Families of North America Inc. et al v AgraCity Crop & Nutrition et al*;

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- (c) QBG-SA-01548-2018: *James Mann v Jason Mann and AgraCity Crop & Nutrition Ltd.*;
 - (d) QBG-SA-00692-2019: *James Mann v Jason Mann and 10117148 Saskatchewan Ltd.*;
 - (e) QBG-SA-00801-2019: *AgraCity Crop & Nutrition Ltd. v Farms and Families of North America Inc.*;
 - (f) QBG-SA-01262-2019: *James Mann et al v Jason Mann et al.*;
 - (g) QBG-SA-00701-2022: *James Mann and Farms and Families of North America Inc. v Jason Mann et al.*; and
 - (h) QBG-SA-00656-2022: *Farms and Families of North America Inc. and James Mann v AgraCity Crop & Nutrition Ltd. and Jason Mann.*
4. The Respondents must abide by the following procedure in order to seek the leave of the Court to directly or indirectly file any New Actions, or to directly or indirectly commence or pursue any new applications within the Current Actions:
- (a) The Respondents shall file a letter to the Court, no longer than three (3) pages in length, submitting why leave should be granted to file a New Action, or to commence or pursue a new application in a Current Action. The letter may append extracts from any relevant documents, provided that the total length of the appended documents does not exceed 25 pages;
 - (b) The Limited Parties may, within 10 business days, provide a letter to the Court, no longer than three pages (3) in length, submitting why leave to file a New Action, or to commence or pursue a new application in a Current Action, should not be granted. The letter may append extracts from any relevant documents, provided that the total length of the appended documents does not exceed 25 pages;
 - (c) Subject to the Court's discretion to direct the filing of further materials by the parties, upon receipt of the filings referenced in sub-paragraphs (i) and (ii) above, no further materials may be filed by any of the parties;
 - (d) Any submission to the Court which does not comply with the foregoing procedure shall be rejected for filing by the Registrar; and
 - (e) Subject to the Court's discretion to ask the parties to provide oral submissions in support of and in response to the leave application, the leave application shall be

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determined by the Court upon the basis of the letters and attachments provided by the parties in accordance with the foregoing procedures.

5. A copy of this Order shall be provided to the local registrar of every Judicial Centre in the Province of Saskatchewan; and
6. AgraCity's and Jason Mann are awarded their costs of this Application fixed in the amount of \$5,000 each, with AgraCity's costs deductible from the periodic remittances from AgraCity to FNA under prior orders of the Court.

ISSUED at Saskatoon, Saskatchewan, this 28th day of January, 2025.


D/Local Registrar

- 5 -

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	Miller Thomson LLP
Name of lawyer in charge of file:	Khurram R. Awan / Daniel Cherian
Address of legal firm:	Bank of Montreal Building 2103-11th Avenue, Suite 600 REGINA, SK S4P 3Z8
Telephone number:	306.347.8300
Fax number (if any):	306.347.8350
Email address (if any):	kawan@millerthomson.com / dcherian@millerthomson.com
File Number:	0138413.0036

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	Jensen Shawa Solomon Duguid Hawkes LLP
Name of lawyer in charge of file:	Robert Hawkes KC / Matthew Scott
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Telephone number:	403.571.1520
Fax number (if any):	503.571.1528
Email address (if any):	hawkesr@jssbarristers.ca / scottm@jssbarristers.ca

Court of King's Bench
Judicial Centre of Saskatoon
GST# 107864258

279

Receipt: SAS193624
Type: TRANSFER
Till No: 013025-JF-9304

Payor: Miller Thomson LLP
null
600 2103 11th ave
REGINA, SK, S4P 3Z8

Date: 01/30/2025 9:12 AM

Comments:

DEP-SK-00054-2020

---Duplicate Copy---

**Deposit Account: Miller Thomson
LLP**

Deposit Account

-\$20.00

QBG-SA-01548-2018

Mann, James v Mann, Jason et al

Order/Judgment

\$20.00

Sub Total: \$20.00

GST: \$0.00

Tendered

Transfer

\$0.00

Trust Balance: \$15,315.43

Exhibit "16" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, prominent 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

02-BYLAWS

101109709 SASKATCHEWAN LTD.**BYLAW NO. 1**

1. In these bylaws:

(a) "the Act" means The Business Corporations Act, of Saskatchewan.

(b) When any provision of the Act is referred to, the reference is to that provision as modified by any statute for the time being in force.

SHARES AND SHARE TRANSFERS

2. Subject to the provisions, if any, in that behalf of the Articles of Incorporation, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the corporation may from time to time by special resolution, determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the corporation is liable to be redeemed.

3. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings apply mutatis mutandis, but so that the necessary quorum shall be one person at least holding or representing by proxy one-third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll.

SHARE CERTIFICATES

4. Every shareholder shall be entitled, without payment, to a share certificate stating the number and class of shares held by him as shown by the books of the corporation. Share certificates shall be in such form or forms as the board shall from time to time approve. Unless otherwise ordered by the board, they shall be signed by the president or a vice-president and by the secretary or an assistant secretary and need not be under the corporate seal; provided that certificates representing shares in respect of which a transfer agent and registrar (which term shall include a branch transfer agent and registrar) have been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and registrar. If authorized by resolution of the board, the corporate seal of the corporation and the signature of one of the signing officers, or in the case of share certificates representing shares in respect of which a transfer agent and registrar have been appointed, the signatures of both signing officers, may be printed, engraved, lithographed, or otherwise mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer

whose signature it reproduces and shall be binding upon the corporation. Share certificates executed as aforesaid shall be valid notwithstanding that one or both of the officers whose signature (whether manual or facsimile) appears thereon no longer holds office at the date of issue or delivery of the certificate.

REPLACEMENT OF SHARE CERTIFICATES

5. The Board may by resolution prescribe, either generally or in a particular case, the conditions upon which a new share certificate may be issued in lieu of and upon cancellation of the share certificate which has become mutilated or in substitution for a certificate which has been lost, stolen or destroyed.

TRANSFER AGENT AND REGISTRAR

6. The directors may from time to time by resolution appoint or remove a transfer agent and a registrar (who may, but need not be the same individual or corporation) and one or more branch transfer agents and registrars (who may, but need not be the same individual or corporation) for the shares in the capital stock of the corporation and may provide for the transfer of shares in one or more places and may provide that shares will be interchangeably transferable or otherwise.

TRANSFER OF SHARES

7. Shares in the capital stock of the corporation shall be transferable only on the register of transfer or on one of the branch registers of transfers (if any) kept by or for the corporation in respect thereof, by the registered holder of such shares in person or by attorney duly authorized in writing upon surrender of the certificates representing such shares properly endorsed or accompanied by a properly executed transfer subject to the provisions of the Act.

REFUSAL TO REGISTER TRANSFER

8. The board may refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder who is indebted to the corporation unless such shares are listed on a recognized stock exchange. The board shall refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder unless and until the said shareholder shall have satisfied the Board that all other shareholders have been given their rights to purchase as provided in these Bylaws or in any unanimous shareholder agreement.

9. The instrument of transfer of any share in the corporation shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

10. Shares in the corporation shall be transferred in the following form, or in any usual or common form that the directors shall approve:

I, _____, in consideration of _____ dollars paid to me by _____ of _____, (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or _____ shares) held by me in the undertaking called _____, to hold unto the said transferee, subject to the several conditions of which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid, or in such similar form as may meet with the approval of the directors from time to time. As witness our hands the _____ day of _____, A.D. 20____.

Witness to the signatures, etc.

11. (a) No sale of any shares by a shareholder shall be valid unless such sale is to another shareholder or nominee of another shareholder or unless all other shareholders have been given at least thirty (30) days' written notice of the proposed sale and are given first right to appoint a nominee to meet the proposed sale price within the said thirty (30) days or unless other shareholders consent to the proposed sale or unless the sale is effected under clause (b) hereof.

(b) In the event that one shareholder wishes to offer all or a portion of his shares for sale and no buyer has been found and no sale price has been fixed, he shall offer such shares for sale to the nominees of other shareholders at a price equal to a valuation fixed by the corporation's accountants. If no such nominee wishes to accept such offer within thirty (30) days of the making of the offer, the proposing vendor may sell the said shares at the valuation price or a greater price to any person provided such sale is arranged within ninety (90) days of the making of the offer. Should no sale be effected within the said ninety (90) days, a new valuation must be made by the corporation's accountants and the above provisions of this section apply.

(c) Should the proposing vendor wish to sell his shares at a price less than that fixed by the corporation's accountant, clause (a) hereof shall apply.

(d) A Nominee purchasing pursuant to clause (b) hereof must complete the purchase within thirty (30) days of accepting the offer or the vending shareholder shall not be bound to sell to him. Provided, however, that any delays caused by the vending shareholder shall result in a corresponding extension of time to complete the sale.

(e) Nothing in this Regulation except clause (f) hereof shall be deemed to require the vending shareholder to sell to any person less than the number of shares offered for sale by him.

(f) In the event that the Nominees of more than one shareholder wish to purchase the shares offered for sale under clause (b) hereof or pursuant to the notice under clause (a) hereof, such nominees shall each be entitled to purchase an equal number of shares or to purchase such shares as joint tenants or as tenants in common.

(g) This paragraph shall be subordinate to the provisions of any corporate approved unanimous shareholder agreement.

12. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation the legal personal representatives of a deceased sole

holder of a share shall be the only persons recognized by the corporation as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, shall be the only persons recognized by the corporation as having any title to the share.

13. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

14. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages as he would be entitled to if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the corporation.

JOINT SHAREHOLDERS

15. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for the certificates issued in respect thereof and for any warrant issuable in respect of such share, but all the joint holders of a share shall be severally as well as jointly liable for the payment of all demands payable in respect thereof.

FINANCIAL YEAR

16. Until otherwise ordered by the Board, the financial year of the corporation shall end on the _____ day of _____ in each year.

DIVIDENDS

17. The board may from time to time declare dividends payable to the shareholders according to their respective rights and interests in the corporation. A dividend payable in cash shall be paid by cheque drawn on the corporation's bankers or one of them to the order of each registered holder of shares of the class in respect of which it has been declared and mailed by ordinary mail, postage prepaid, to such registered holder at his last address appearing on the books of the corporation. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and if more than one address appears on the books of the corporation in respect of such joint holding the cheque shall be mailed to the first address so appearing. The mailing of such cheque as aforesaid shall satisfy and discharge all liability for the dividend to the extent of the sum represented thereby, unless such cheque be not paid at par on presentation at the municipality in which the head office of the corporation is situate or at any other place where it is by its terms payable. In the event of non-

receipt and upon satisfactory indemnity being given to it, the corporation shall issue to such person a replacement cheque for a like amount.

REPORT TO SHAREHOLDERS

18. A copy of the financial statement and a copy of the auditor's report shall be furnished to any shareholder on demand.

MEETINGS

19. The annual general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary meetings.

20. The directors may, whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not sufficient directors capable of acting to form a quorum, any director, or any two members of the corporation, may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

21. Not less than two (2) days' notice of a general meeting at which a special resolution is to be proposed, and not less than two (2) days' notice of any other general meeting (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the corporation in general meeting, to such persons as are, under the Regulations of the corporation, entitled to receive such notices from the corporation, but the non-receipt of the notice of any member shall not invalidate the proceedings at any general meeting. PROVIDED THAT upon consent in writing of the members, notice of a general meeting or any other meeting may be waived and the meeting shall thereupon be authorized to transact business as if notice had been given to all members.

22. Notwithstanding the requirements for notice of a meeting of shareholders as hereinbefore provided, meetings of shareholders may be held without notice if all the shareholders are present or, if absent, have signified their assent to such meeting, in writing, filed with the Secretary, before such meeting is held, or, if after the meeting is held, all absent shareholders signify their consent, in writing, to the business transacted at such meeting. A resolution of minute, in writing, signed by all the shareholders shall be as valid and effective for all purposes as if it had been passed at a meeting of the shareholders, duly called.

PERSONS ENTITLED TO BE PRESENT

23. The only persons entitled to attend a meeting of shareholders shall be those entitled to vote thereat and the auditor of the corporation and others who although not entitled to vote are entitled or required under any provision of the Act or the bylaws of the corporation to be present

at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting

QUORUM

24. A quorum for any meeting of shareholders shall be one (1) person present and holding or representing by proxy not less than fifty-one percent (51%) of the total number of issued shares of the corporation for the time being enjoying voting rights at such meeting. If a quorum is present at the opening of a meeting of shareholders, the shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting.

A quorum for any meeting of the Board of Directors of the corporation shall consist of two (2) directors or such other number as the directors may by resolution from time to time determine. Where the corporation has only one director, that director may constitute a meeting.

25. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors, shall be deemed ordinary business.

26. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

27. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

28. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the corporation.

29. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman the members present shall choose some one of their number to be chairman.

30. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) demanded by at least one member, and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the corporation, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

32. If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be deemed to be defeated.

34. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS

35. On a show of hands every member present in person shall have one vote. On a poll, every member shall have one vote for each share of which he is a holder.

36. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the Votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

37. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other person in the nature of a committee appointed by that Court, and any such committee or other person may, on a poll, vote by proxy. In the event that such member shall have filed with the corporation a proxy in a form acceptable to the directors prior to such member being so found as of unsound mind such proxy holder shall be entitled to vote the shares, subject always to any provision in the law of the country that may limit, restrict or negative such proxy or form of proxy.

38. On a poll votes may be given either personally or by proxy.

39. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under the common seal, or under the hand of an officer of attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation, or unless the directors have prior to the meeting approved that person as a proxy holder.

40. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney, shall be deposited at the registered office of the corporation not less than forty-eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy may be treated as invalid.

41. An instrument appointing a proxy may be in the following form, or in any other form that the directors may approve:

I, ***, of ***, in the *** of ***, being a member of *** hereby appoint ***, of ***, as my proxy to vote for me and on behalf at the ordinary (or extraordinary, as the case may be) general meeting of the corporation to be held on the *** day of ***, A.D. 20**.

Signed this *** day of ***, A.D. 20**.

42. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

43. Any corporation that is a member of the corporation may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the corporation or of any class of members of the corporation, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation that he represents as that corporation could exercise if it were an individual member of the corporation.

POWERS OF DIRECTORS

44. The affairs of the corporation shall be managed by its board of directors. Until changed by special resolution the number of the directors of the corporation shall be **a minimum of one and a maximum of 12, of whom a majority** shall constitute a quorum for the transaction of business at any meeting of the directors. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

ELECTION AND TERMS

45. Directors shall be elected yearly to hold office until the next annual meeting of shareholders and until their successors shall have been duly elected. The whole board shall be elected at each annual meeting, and all the directors then in office shall retire, but, if qualified, are eligible for re-election. The election may be by a show of hands or by resolution of the shareholders unless a ballot be demanded by any shareholder.

46. The qualification of a director shall be the holding of a least one share in the corporation, or the position of employee of the corporation (including solicitor or accountant) in any capacity. The first directors of the corporation shall be those named in the Notice of Directors filed with the Registrar upon incorporation and the first directors shall hold office until the first general

meeting of shareholders when their term of office shall expire. At the first general meeting of shareholders a slate of directors shall be elected. The first directors shall be eligible for re-election and in the event that no new directors are elected at the first general meeting of shareholders the first directors shall hold office until the next general meeting of shareholders.

REMOVAL OF DIRECTORS

47. The shareholders may, by resolution passed by at least two-thirds of the votes cast at a general meeting of shareholders of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his term of office and may, by a majority of votes cast at that meeting, elect any person in his stead for the remainder of his term.

VACANCIES

48. Vacancies in the board may be filled for the remainder of its term of office from among the qualified shareholders of the corporation, either by the shareholders at a general meeting called for the purpose of, by the remaining directors if constituting a quorum; otherwise, such vacancies shall be filled at the next meeting of the shareholders at which directors for the ensuing year are elected. If the number of directors is increased a vacancy or vacancies in the board to the number of the authorized increase shall thereby be deemed to have occurred which may be filled in the manner above provided.

49. At the first ordinary meeting of the corporation and at the ordinary meeting in every subsequent year the whole of the directors shall retire from office.

50. A retiring director shall be eligible for re-election.

51. The corporation at the general meeting at which a director retires in manner aforesaid may fill the vacated office by electing a person thereto.

52. If at a meeting at which an election of directors ought to take place the places of the vacating directors are not filled, the meeting shall stand adjourned till the same day in the next week at the same time and place, and, if at the adjourned meeting the places of the vacating directors are not filled, the vacating directors, or such of them as have not had their places filled, shall be deemed to have been re-elected at the adjourned meeting.

53. The corporation may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number are to go out of office.

54. A casual vacancy occurring in the board of directors may be filled by the directors, but the person so chosen shall be subject to retirement at the same time as if he had become a director on the day on which in whose place he is appointed was last elected a director.

55. The directors shall have power at any time and from time to time, to appoint a person as an additional director who shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the corporation at that meeting as an additional director.

56. The office of a director shall be vacated if the director:

- (a) ceases to be a director by virtue of section 103 of the Act; or
- (b) without the consent of the corporation in general meeting, holds any other office of profit under the corporation except that of managing director or manager; or
- (c) becomes bankrupt; or
- (d) is found a lunatic or becomes of unsound mind.

Provided, however, that no director shall vacate his office by reason of his being a member of a corporation that has entered into contracts with or done any work for the corporation of which he is a director; but a director shall not vote in respect of any such contract or work, and if he does so vote his votes shall not be counted.

MEETINGS OF DIRECTORS

57. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the motion shall be lost. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

REGULAR MEETINGS

58. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing the place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.

FIRST MEETING OF NEW BOARD

59. Each newly elected board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of the shareholders at which such board was elected, provided a quorum of directors is present.

PLACE OF MEETING

60. Meeting of the board may be held at the head office of the corporation or any other place within or outside of Saskatchewan.

61. The continuing directors may act notwithstanding a vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulation of the corporation as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the corporation, but for no other purpose.

62. The directors may elect a chairman of their meetings and determine the period for which he is to hold office but, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

63. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; and committees so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on them by the directors.

64. A committee may elect a chairman of their meetings; if no such chairman is elected, or at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of the attending members to be chairman of the meeting.

65. A committee may meet and adjourn as it thinks proper. Questions arising at a meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall not have a second or casting vote.

66. All acts done by a meeting of the directors or of a committee of directors, or by a person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

67. A resolution signed by all of the directors of the corporation shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors of the corporation duly called and constituted.

POWERS AND DUTIES OF DIRECTORS

68. The business of the corporation shall be managed by the directors, who may pay all expenses incurred in setting up and registering the corporation, and may exercise all such powers of the corporation as are not, by the Act, or any statutory modification thereof for the time being in force, or by these articles, required to be exercised by the corporation in general meeting, subject nevertheless to any regulation of these articles, to the provision of the Act, and to such regulation, being not inconsistent with the aforesaid regulation or provision as may be prescribed by the corporation in general meeting; but no regulation made by the corporation in general meeting shall invalidate any prior act of the directors that would have been valid if that regulation had not been made.

69. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary, or commission, or participation in profits or partly in one way and partly in another) as they may think fit, and a director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation of retirement of directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a director, or if the corporation in general meeting resolves that his tenure of the office of managing director or manager be determined.

70. The amount for the time being remaining undischarged of monies borrowed or raised by the directors for the purpose of the corporation (otherwise than by the issue of share capital) shall not at any time exceed the issued capital of the corporation without the sanction of the corporation in general meeting.

71. The directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors and of any committees of the directors;
- (c) of all resolutions and proceedings at all meeting of the corporation, and of the directors and of the committee of directors;

and every director present at a meeting of directors or committee and every director present at a meeting of directors shall sign his name in a book to be kept for that purpose.

REMUNERATION OF DIRECTORS

72. The directors shall be paid such remuneration if any, as the board may from time to time determine. Any remuneration so payable to a director who is also an officer or employee of the corporation or who is counsel or solicitor to the corporation or otherwise serves it in a professional capacity shall be in addition to his salary as such officer or to his professional capacity shall be in addition to his salary as such officer or to his professional fees as the case may be. In addition the board may by resolution from time to time award special remuneration out of the funds of the corporation to any director who performs any special work or service for, or undertakes any special mission on behalf of, the corporation outside the work or services ordinarily required of a director of the corporation. The directors shall also be paid such sums in respect of their out-of-pocket expenses incurred in attending board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the board may from time to time determine. No confirmation by the shareholders of any such remuneration or payment shall be required.

INTEREST OF DIRECTORS IN CONTRACTS

73. No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or in which any director is in any way interested be liable to be avoided nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

DECLARATION OF INTEREST

74. It shall be the duty, however, of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest to the extent, in the manner and at the time required by the applicable provision of the Act for the time being in force and to refrain from voting in respect of the contract or arrangement or proposed contract or arrangement if and when prohibited by the Act.

PROTECTION OF DIRECTORS AND OFFICERS

75. No director or officer of the corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipts or other act for conformity, or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

INDEMNITY OF DIRECTORS AND OFFICERS

76. Every director or officer of the corporation and his heirs, executors and administrators, and estate and effects, respectively shall, from time to time and at all times be indemnified and saved harmless out of the funds of the corporation, from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.

LOANS TO SHAREHOLDERS

77. The directors of the corporation may from time to time:

- (a) make loans to bona fide full-time employees of the corporation, whether or not they are shareholders or directors, with a view to enabling them to purchase dwelling houses for their own occupation and may take from such employees mortgage or other securities for the repayment of such loan; or
- (b) provide, in accordance with a scheme for the time being in force, money by way of loan for the purchase by trustees of shares of the corporation, to be held by or for the benefit of bona fide employees of the corporation, whether or not they are shareholders or directors; or
- (c) make loans to bona fide employees of the corporation other than directors, whether or not they are shareholders, with a view to enabling them to purchase shares of the corporation to be held by them by way of beneficial ownership.

THE SEAL

78. The seal of the corporation shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for the purpose; and that the director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the corporation is so affixed in their presence.

ELECTED OFFICER

79. At the first meeting of the board after each election of directors the board shall elect from among its members a president. In default of such election and then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

APPOINTED OFFICERS

80. From time to time the board shall appoint a secretary, and may appoint one or more vice-presidencies, a general manager, a treasurer, and such other officers as the board may determine including one or more assistants to any of the officers to appointed. The officers so appointed may but need not be members of the board. One person may hold more than one office and if the one person holds the office of secretary and the office of treasurer, he may be known as secretary-treasurer.

TERM OF OFFICE AND REMUNERATION

81. In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the corporation. The terms of employment and remuneration of the president and other officers elected or appointed by it shall be settled from time to time by the board.

PRESIDENT

82. The president shall, when present, preside at all meetings of the shareholders and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

GENERAL MANAGER

83. The general manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the president, of the corporation's business and affairs and the power to appoint and remove any and all officers, employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration. If and so long as the general manager is a director he may but need not be known as the managing director.

SECRETARY

84. The secretary shall give, or cause to be given, all notices required to be given the shareholders, directors, auditors and members of committees; he shall attend all meetings of the directors and of the shareholders and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the corporation and of all books, papers, records, documents and other instruments belonging to the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

TREASURER

85. The treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the corporation and, under the direction of the board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the corporation; he shall render to the board at the meetings thereof, or whenever required of him, an account of all his transactions as treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

OTHER OFFICERS

86. The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to

whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

VARIATION OF DUTIES

87. From time to time the board may vary, add to or limit the powers and duties of any officer or officers.

AGENTS AND ATTORNEYS

88. The board shall have power from time to time to appoint agents or attorneys for the corporation in or out of Saskatchewan with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

FIDELITY BONDS

89. The board may require such officers, employees and agents of the corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

BANKING ARRANGEMENTS

90. The banking business of the corporation, or any part thereof, shall be transacted with such bank, trust corporation or other firm or corporation carrying on a banking business as the board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the corporation's behalf by such one or more officers and/or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without restricting the generality of the foregoing, the operation of the corporation's accounts' the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchanges and orders for the payment of money; and giving of receipts for and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

EXECUTION OF GUARANTEES

91. The corporation does hereby authorize its directors to execute on behalf of the corporation, guarantees of other related corporations where it is deemed by the directors to be in the best interests of the corporation and to execute such security or other document as may be required by the lending institution to effect such guarantee.

EXECUTION OF INSTRUMENTS

92. Deeds, transfers, assignments, contracts, and obligations on behalf of the corporation may be signed by the president or a vice-president or a director or by the secretary or the treasurer or an assistant secretary or an assistant treasurer or another director, and the corporate seal shall be affixed to such instruments as require the same.

Notwithstanding any provision to the contrary contained in the bylaws of the corporation, the board may at any time and from time to time direct the manner in which the person or persons by whom any particular deed, transfer, contract, or obligation or any class of deeds, transfers, contracts or obligations of the corporation may or shall be signed.

NOTICES

93. A notice may be given by the corporation to a member either personally or by sending it by post to him to his registered address, or (if he has no registered address in Saskatchewan) to the address, if any, in Saskatchewan, supplied by him to the corporation for the giving of notices to him.

94. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a meeting at the expiration of twenty-four hours after the letter containing the notice is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

95. If a member has no registered address in Saskatchewan and has not supplied to the corporation an address in Saskatchewan for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the corporation, shall be deemed to be duly given to him on the day on which the advertisement appears.

96. A notice may be given by the corporation to the joint holders of a share by giving notice to the joint holder named first in the register in respect of the share.

97. A notice may be given by the corporation to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which it might have been given if the death or bankruptcy had not occurred.

98. Notice of every general meeting shall be given in same manner as hereinbefore authorized to:

- (a) every member of the corporation (including bearers of share warrants) except those members who (having no registered address in Saskatchewan) have not supplied to the corporation an address in Saskatchewan for the giving of notices to them; and also to
- (b) every person entitled to a share in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting. No other person shall be entitled to receive notices of general meetings.

COMPUTATION OF TIME

99. In computing the date when notice must be given under any provision of the bylaws requiring a specified number of days' notice of any meeting or other event, the date of giving the notice and the date of the meeting or other event shall be excluded.

DIVIDENDS AND RESERVE

100. The corporation in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the directors.

101. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the corporation.

102. No dividends shall be paid otherwise than out of profits.

103. The directors may, before recommending a dividend, set aside out of the profits of the corporation such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the corporation may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the corporation or be invested in such investments (other than shares of the corporation) as the directors may from time to time think fit.

104. If several persons are registered as joint holders of a share any one of them may give effectual receipts for any dividends payable on the share.

105. Notice of a dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.

106. No dividend shall bear interest against the corporation.

AUDIT

107. Pursuant to Section 157 of the Saskatchewan Business Corporations Act, the shareholders resolved at their first meeting to dispense with the appointment of an auditor and appointed an accountant instead.

BORROWING

108. The directors may from time to time:

- (a) borrow money upon the credit of the corporation in such amounts and upon such terms as may be deemed necessary;
- (b) issue bonds, debentures, debenture stock or other securities of the corporation for such amounts and upon such terms as may be deemed expedient and pledge or sell the same for such sums and at such prices as the directors shall determine, or to secure any indebtedness or liability of the corporation;
- (c) charge, hypothecate, mortgage or pledge any or all of the real or personal property, including book debts and unpaid calls, rights, powers, undertakings and franchises of the corporation, to secure any bonds, debentures, debenture stock or other securities or any liability of the corporation.

109. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation, or other person or persons whether connected with the corporation or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the corporation as the directors of the corporation may authorize, and generally to manage, transact and settle the borrowing of money by the corporation.

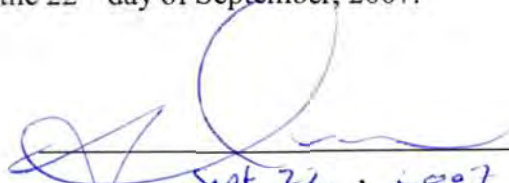
110. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation or other person or persons whether connected with the corporation or not, to sign, execute and give on behalf of the corporation all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the corporation.

111. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the corporation possessed by its directors or officers independently of a borrowing bylaw.

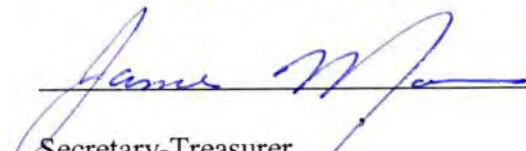
ADDITIONAL

112. These articles may be amended from time to time and in such manner as may be agreed upon by the majority of the members at a meeting of the shareholders or as may be determined on a poll of the members under Articles 31 to 34 inclusive of these articles.

APPROVED by the Board of Directors effective the 22nd day of September, 2007.

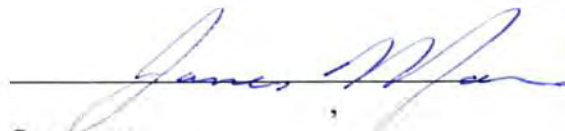


President Sept 22, 2007
JASON MANN



Secretary-Treasurer

CONFIRMED by the shareholders the 22nd day of September, 2007.



Secretary

BYLAW NO. 2

A BYLAW respecting the borrowing of money, the issuing of securities and the securing of liabilities by

101109709 SASKATCHEWAN LTD.

(hereinafter called the "Corporation")

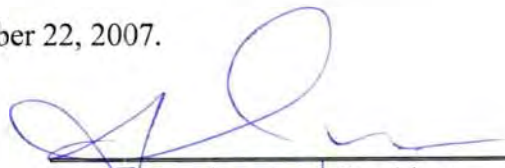
IT IS HEREBY ENACTED as a Bylaw of the Corporation as follows:

1. Without limiting the borrowing powers of the Corporation as set forth in **The Business Corporations Act** of Saskatchewan, the Board may from time to time:
 - a) Borrow money upon the credit of the Corporation;
 - b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantees of the Corporation, whether secured or unsecured;
 - c) Subject to the provisions of **The Business Corporations Act**, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - d) Mortgage, hypothecate, pledge or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Corporation, owned or substantially acquired, by way of mortgage, hypothecate, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

2. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 1 hereof or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.
3. This Bylaw shall come into force at, and be effective from, the time of its passing by the Board of Directors.

ENACTED by the Board effective as of September 22, 2007.



 Jason Mann, President
 Sept 22

02-BYLAWS

101161715 SASKATCHEWAN LTD.**BYLAW NO. 1**

1. In these bylaws:

(a) "the Act" means *The Business Corporations Act*, of Saskatchewan.

(b) When any provision of the Act is referred to, the reference is to that provision as modified by any statute for the time being in force.

SHARES AND SHARE TRANSFERS

2. Subject to the provisions, if any, in that behalf of the Articles of Incorporation, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the corporation may from time to time by special resolution, determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the corporation is liable to be redeemed.

3. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings apply mutatis mutandis, but so that the necessary quorum shall be one person at least holding or representing by proxy one-third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll.

SHARE CERTIFICATES

4. Every shareholder shall be entitled, without payment, to a share certificate stating the number and class of shares held by him as shown by the books of the corporation. Share certificates shall be in such form or forms as the board shall from time to time approve. Unless otherwise ordered by the board, they shall be signed by the president or a vice-president and by the secretary or an assistant secretary and need not be under the corporate seal; provided that certificates representing shares in respect of which a transfer agent and registrar (which term shall include a branch transfer agent and registrar) have been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and registrar. If authorized by resolution of the board, the corporate seal of the corporation and the signature of one of the signing officers, or in the case of share certificates representing shares in respect of which a transfer agent and registrar have been appointed, the signatures of both signing officers, may be printed, engraved, lithographed, or otherwise mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer

whose signature it reproduces and shall be binding upon the corporation. Share certificates executed as aforesaid shall be valid notwithstanding that one or both of the officers whose signature (whether manual or facsimile) appears thereon no longer holds office at the date of issue or delivery of the certificate.

REPLACEMENT OF SHARE CERTIFICATES

5. The Board may by resolution prescribe, either generally or in a particular case, the conditions upon which a new share certificate may be issued in lieu of and upon cancellation of the share certificate which has become mutilated or in substitution for a certificate which has been lost, stolen or destroyed.

TRANSFER AGENT AND REGISTRAR

6. The directors may from time to time by resolution appoint or remove a transfer agent and a registrar (who may, but need not be the same individual or corporation) and one or more branch transfer agents and registrars (who may, but need not be the same individual or corporation) for the shares in the capital stock of the corporation and may provide for the transfer of shares in one or more places and may provide that shares will be interchangeably transferable or otherwise.

TRANSFER OF SHARES

7. Shares in the capital stock of the corporation shall be transferable only on the register of transfer or on one of the branch registers of transfers (if any) kept by or for the corporation in respect thereof, by the registered holder of such shares in person or by attorney duly authorized in writing upon surrender of the certificates representing such shares properly endorsed or accompanied by a properly executed transfer subject to the provisions of the Act.

REFUSAL TO REGISTER TRANSFER

8. The board may refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder who is indebted to the corporation unless such shares are listed on a recognized stock exchange. The board shall refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder unless and until the said shareholder shall have satisfied the Board that all other shareholders have been given their rights to purchase as provided in these Bylaws or in any unanimous shareholder agreement.

9. The instrument of transfer of any share in the corporation shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

10. Shares in the corporation shall be transferred in the following form, or in any usual or common form that the directors shall approve:

I, _____, in consideration of _____ dollars paid to me by _____ of _____, (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or _____ shares) held by me in the undertaking called _____, to hold unto the said transferee, subject to the several conditions of which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid, or in such similar form as may meet with the approval of the directors from time to time. As witness our hands the _____ day of _____, A.D. 20____.

Witness to the signatures, etc.

11. (a) No sale of any shares by a shareholder shall be valid unless such sale is to another shareholder or nominee of another shareholder or unless all other shareholders have been given at least thirty (30) days' written notice of the proposed sale and are given first right to appoint a nominee to meet the proposed sale price within the said thirty (30) days or unless other shareholders consent to the proposed sale or unless the sale is effected under clause (b) hereof.

(b) In the event that one shareholder wishes to offer all or a portion of his shares for sale and no buyer has been found and no sale price has been fixed, he shall offer such shares for sale to the nominees of other shareholders at a price equal to a valuation fixed by the corporation's accountants. If no such nominee wishes to accept such offer within thirty (30) days of the making of the offer, the proposing vendor may sell the said shares at the valuation price or a greater price to any person provided such sale is arranged within ninety (90) days of the making of the offer. Should no sale be effected within the said ninety (90) days, a new valuation must be made by the corporation's accountants and the above provisions of this section apply.

(c) Should the proposing vendor wish to sell his shares at a price less than that fixed by the corporation's accountant, clause (a) hereof shall apply.

(d) A Nominee purchasing pursuant to clause (b) hereof must complete the purchase within thirty (30) days of accepting the offer or the vending shareholder shall not be bound to sell to him. Provided, however, that any delays caused by the vending shareholder shall result in a corresponding extension of time to complete the sale.

(e) Nothing in this Regulation except clause (f) hereof shall be deemed to require the vending shareholder to sell to any person less than the number of shares offered for sale by him.

(f) In the event that the Nominees of more than one shareholder wish to purchase the shares offered for sale under clause (b) hereof or pursuant to the notice under clause (a) hereof, such nominees shall each be entitled to purchase an equal number of shares or to purchase such shares as joint tenants or as tenants in common.

(g) This paragraph shall be subordinate to the provisions of any corporate approved unanimous shareholder agreement.

12. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation the legal personal representatives of a deceased sole

holder of a share shall be the only persons recognized by the corporation as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, shall be the only persons recognized by the corporation as having any title to the share.

13. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

14. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages as he would be entitled to if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the corporation.

JOINT SHAREHOLDERS

15. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for the certificates issued in respect thereof and for any warrant issuable in respect of such share, but all the joint holders of a share shall be severally as well as jointly liable for the payment of all demands payable in respect thereof.

FINANCIAL YEAR

16. Until otherwise ordered by the Board, the financial year of the corporation shall end on the 30th day of September in each year.

DIVIDENDS

17. The board may from time to time declare dividends payable to the shareholders according to their respective rights and interests in the corporation. A dividend payable in cash shall be paid by cheque drawn on the corporation's bankers or one of them to the order of each registered holder of shares of the class in respect of which it has been declared and mailed by ordinary mail, postage prepaid, to such registered holder at his last address appearing on the books of the corporation. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and if more than one address appears on the books of the corporation in respect of such joint holding the cheque shall be mailed to the first address so appearing. The mailing of such cheque as aforesaid shall satisfy and discharge all liability for the dividend to the extent of the sum represented thereby, unless such cheque be not paid at par on presentation at the municipality in which the head office of the corporation is situate or at any other place where it is by its terms payable. In the event of non-

receipt and upon satisfactory indemnity being given to it, the corporation shall issue to such person a replacement cheque for a like amount.

REPORT TO SHAREHOLDERS

18. A copy of the financial statement and a copy of the auditor's report shall be furnished to any shareholder on demand.

MEETINGS

19. The annual general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary meetings.

20. The directors may, whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not sufficient directors capable of acting to form a quorum, any director, or any two members of the corporation, may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

21. Not less than two (2) days' notice of a general meeting at which a special resolution is to be proposed, and not less than two (2) days' notice of any other general meeting (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the corporation in general meeting, to such persons as are, under the Regulations of the corporation, entitled to receive such notices from the corporation, but the non-receipt of the notice of any member shall not invalidate the proceedings at any general meeting. PROVIDED THAT upon consent in writing of the members, notice of a general meeting or any other meeting may be waived and the meeting shall thereupon be authorized to transact business as if notice had been given to all members.

22. Notwithstanding the requirements for notice of a meeting of shareholders as hereinbefore provided, meetings of shareholders may be held without notice if all the shareholders are present or, if absent, have signified their assent to such meeting, in writing, filed with the Secretary, before such meeting is held, or, if after the meeting is held, all absent shareholders signify their consent, in writing, to the business transacted at such meeting. A resolution of minute, in writing, signed by all the shareholders shall be as valid and effective for all purposes as if it had been passed at a meeting of the shareholders, duly called.

PERSONS ENTITLED TO BE PRESENT

23. The only persons entitled to attend a meeting of shareholders shall be those entitled to vote thereat and the auditor of the corporation and others who although not entitled to vote are entitled or required under any provision of the Act or the bylaws of the corporation to be present

at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting

QUORUM

24. A quorum for any meeting of shareholders shall be one (1) person present and holding or representing by proxy not less than fifty-one percent (51%) of the total number of issued shares of the corporation for the time being enjoying voting rights at such meeting. If a quorum is present at the opening of a meeting of shareholders, the shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting.

A quorum for any meeting of the Board of Directors of the corporation shall consist of two (2) directors or such other number as the directors may by resolution from time to time determine. Where the corporation has only one director, that director may constitute a meeting.

25. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors, shall be deemed ordinary business.

26. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

27. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

28. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the corporation.

29. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman the members present shall choose some one of their number to be chairman.

30. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) demanded by at least one member, and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the corporation, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

32. If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be deemed to be defeated.

34. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS

35. On a show of hands every member present in person shall have one vote. On a poll, every member shall have one vote for each share of which he is a holder.

36. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the Votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

37. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other person in the nature of a committee appointed by that Court, and any such committee or other person may, on a poll, vote by proxy. In the event that such member shall have filed with the corporation a proxy in a form acceptable to the directors prior to such member being so found as of unsound mind such proxy holder shall be entitled to vote the shares, subject always to any provision in the law of the country that may limit, restrict or negative such proxy or form of proxy.

38. On a poll votes may be given either personally or by proxy.

39. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under the common seal, or under the hand of an officer of attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation, or unless the directors have prior to the meeting approved that person as a proxy holder.

40. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney, shall be deposited at the registered office of the corporation not less than forty-eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy may be treated as invalid.

41. An instrument appointing a proxy may be in the following form, or in any other form that the directors may approve:

I, ***, of ***, in the *** of ***, being a member of *** hereby appoint ***, of ***, as my proxy to vote for me and on behalf at the ordinary (or extraordinary, as the case may be) general meeting of the corporation to be held on the *** day of ***, A.D. 20**.

Signed this *** day of ***, A.D. 20**.

42. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

43. Any corporation that is a member of the corporation may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the corporation or of any class of members of the corporation, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation that he represents as that corporation could exercise if it were an individual member of the corporation.

POWERS OF DIRECTORS

44. The affairs of the corporation shall be managed by its board of directors. Until changed by special resolution the number of the directors of the corporation shall be **a minimum of one and a maximum of 12, of whom a majority** shall constitute a quorum for the transaction of business at any meeting of the directors. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

ELECTION AND TERMS

45. Directors shall be elected yearly to hold office until the next annual meeting of shareholders and until their successors shall have been duly elected. The whole board shall be elected at each annual meeting, and all the directors then in office shall retire, but, if qualified, are eligible for re-election. The election may be by a show of hands or by resolution of the shareholders unless a ballot be demanded by any shareholder.

46. The qualification of a director shall be the holding of a least one share in the corporation, or the position of employee of the corporation (including solicitor or accountant) in any capacity. The first directors of the corporation shall be those named in the Notice of Directors filed with the Registrar upon incorporation and the first directors shall hold office until the first general

meeting of shareholders when their term of office shall expire. At the first general meeting of shareholders a slate of directors shall be elected. The first directors shall be eligible for re-election and in the event that no new directors are elected at the first general meeting of shareholders the first directors shall hold office until the next general meeting of shareholders.

REMOVAL OF DIRECTORS

47. The shareholders may, by resolution passed by at least two-thirds of the votes cast at a general meeting of shareholders of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his term of office and may, by a majority of votes cast at that meeting, elect any person in his stead for the remainder of his term.

VACANCIES

48. Vacancies in the board may be filled for the remainder of its term of office from among the qualified shareholders of the corporation, either by the shareholders at a general meeting called for the purpose of, by the remaining directors if constituting a quorum; otherwise, such vacancies shall be filled at the next meeting of the shareholders at which directors for the ensuing year are elected. If the number of directors is increased a vacancy or vacancies in the board to the number of the authorized increase shall thereby be deemed to have occurred which may be filled in the manner above provided.

49. At the first ordinary meeting of the corporation and at the ordinary meeting in every subsequent year the whole of the directors shall retire from office.

50. A retiring director shall be eligible for re-election.

51. The corporation at the general meeting at which a director retires in manner aforesaid may fill the vacated office by electing a person thereto.

52. If at a meeting at which an election of directors ought to take place the places of the vacating directors are not filled, the meeting shall stand adjourned till the same day in the next week at the same time and place, and, if at the adjourned meeting the places of the vacating directors are not filled, the vacating directors, or such of them as have not had their places filled, shall be deemed to have been re-elected at the adjourned meeting.

53. The corporation may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number are to go out of office.

54. A casual vacancy occurring in the board of directors may be filled by the directors, but the person so chosen shall be subject to retirement at the same time as if he had become a director on the day on which in whose place he is appointed was last elected a director.

55. The directors shall have power at any time and from time to time, to appoint a person as an additional director who shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the corporation at that meeting as an additional director.

56. The office of a director shall be vacated if the director:

- (a) ceases to be a director by virtue of section 103 of the Act; or
- (b) without the consent of the corporation in general meeting, holds any other office of profit under the corporation except that of managing director or manager; or
- (c) becomes bankrupt; or
- (d) is found a lunatic or becomes of unsound mind.

Provided, however, that no director shall vacate his office by reason of his being a member of a corporation that has entered into contracts with or done any work for the corporation of which he is a director; but a director shall not vote in respect of any such contract or work, and if he does so vote his votes shall not be counted.

MEETINGS OF DIRECTORS

57. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the motion shall be lost. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

REGULAR MEETINGS

58. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing the place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.

FIRST MEETING OF NEW BOARD

59. Each newly elected board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of the shareholders at which such board was elected, provided a quorum of directors is present.

PLACE OF MEETING

60. Meeting of the board may be held at the head office of the corporation or any other place within or outside of Saskatchewan.

61. The continuing directors may act notwithstanding a vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulation of the corporation as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the corporation, but for no other purpose.

62. The directors may elect a chairman of their meetings and determine the period for which he is to hold office but, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

63. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; and committees so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on them by the directors.

64. A committee may elect a chairman of their meetings; if no such chairman is elected, or at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of the attending members to be chairman of the meeting.

65. A committee may meet and adjourn as it thinks proper. Questions arising at a meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall not have a second or casting vote.

66. All acts done by a meeting of the directors or of a committee of directors, or by a person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

67. A resolution signed by all of the directors of the corporation shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors of the corporation duly called and constituted.

POWERS AND DUTIES OF DIRECTORS

68. The business of the corporation shall be managed by the directors, who may pay all expenses incurred in setting up and registering the corporation, and may exercise all such powers of the corporation as are not, by the Act, or any statutory modification thereof for the time being in force, or by these articles, required to be exercised by the corporation in general meeting, subject nevertheless to any regulation of these articles, to the provision of the Act, and to such regulation, being not inconsistent with the aforesaid regulation or provision as may be prescribed by the corporation in general meeting; but no regulation made by the corporation in general meeting shall invalidate any prior act of the directors that would have been valid if that regulation had not been made.

69. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary, or commission, or participation in profits or partly in one way and partly in another) as they may think fit, and a director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation of retirement of directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a director, or if the corporation in general meeting resolves that his tenure of the office of managing director or manager be determined.

70. The amount for the time being remaining undischarged of monies borrowed or raised by the directors for the purpose of the corporation (otherwise than by the issue of share capital) shall not at any time exceed the issued capital of the corporation without the sanction of the corporation in general meeting.

71. The directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors and of any committees of the directors;
- (c) of all resolutions and proceedings at all meeting of the corporation, and of the directors and of the committee of directors;

and every director present at a meeting of directors or committee and every director present at a meeting of directors shall sign his name in a book to be kept for that purpose.

REMUNERATION OF DIRECTORS

72. The directors shall be paid such remuneration if any, as the board may from time to time determine. Any remuneration so payable to a director who is also an officer or employee of the corporation or who is counsel or solicitor to the corporation or otherwise serves it in a professional capacity shall be in addition to his salary as such officer or to his professional fees as the case may be. In addition the board may by resolution from time to time award special remuneration out of the funds of the corporation to any director who performs any special work or service for, or undertakes any special mission on behalf of, the corporation outside the work or services ordinarily required of a director of the corporation. The directors shall also be paid such sums in respect of their out-of-pocket expenses incurred in attending board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the board may from time to time determine. No confirmation by the shareholders of any such remuneration or payment shall be required.

INTEREST OF DIRECTORS IN CONTRACTS

73. No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or in which any director is in any way interested be liable to be avoided nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

DECLARATION OF INTEREST

74. It shall be the duty, however, of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest to the extent, in the manner and at the time required by the applicable provision of the Act for the time being in force and to refrain from voting in respect of the contract or arrangement or proposed contract or arrangement if and when prohibited by the Act.

PROTECTION OF DIRECTORS AND OFFICERS

75. No director or officer of the corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipts or other act for conformity, or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

INDEMNITY OF DIRECTORS AND OFFICERS

76. Every director or officer of the corporation and his heirs, executors and administrators, and estate and effects, respectively shall, from time to time and at all times be indemnified and saved harmless out of the funds of the corporation, from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.

LOANS TO SHAREHOLDERS

77. The directors of the corporation may from time to time:

- (a) make loans to bona fide full-time employees of the corporation, whether or not they are shareholders or directors, with a view to enabling them to purchase dwelling houses for their own occupation and may take from such employees mortgage or other securities for the repayment of such loan; or
- (b) provide, in accordance with a scheme for the time being in force, money by way of loan for the purchase by trustees of shares of the corporation, to be held by or for the benefit of bona fide employees of the corporation, whether or not they are shareholders or directors; or
- (c) make loans to bona fide employees of the corporation other than directors, whether or not they are shareholders, with a view to enabling them to purchase shares of the corporation to be held by them by way of beneficial ownership.

THE SEAL

78. The seal of the corporation shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for the purpose; and that the director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the corporation is so affixed in their presence.

ELECTED OFFICER

79. At the first meeting of the board after each election of directors the board shall elect from among its members a president. In default of such election and then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

APPOINTED OFFICERS

80. From time to time the board shall appoint a secretary, and may appoint one or more vice-presidencies, a general manager, a treasurer, and such other officers as the board may determine including one or more assistants to any of the officers so appointed. The officers so appointed may but need not be members of the board. One person may hold more than one office and if the one person holds the office of secretary and the office of treasurer, he may be known as secretary-treasurer.

TERM OF OFFICE AND REMUNERATION

81. In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the corporation. The terms of employment and remuneration of the president and other officers elected or appointed by it shall be settled from time to time by the board.

PRESIDENT

82. The president shall, when present, preside at all meetings of the shareholders and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

GENERAL MANAGER

83. The general manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the president, of the corporation's business and affairs and the power to appoint and remove any and all officers, employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration. If and so long as the general manager is a director he may but need not be known as the managing director.

SECRETARY

84. The secretary shall give, or cause to be given, all notices required to be given the shareholders, directors, auditors and members of committees; he shall attend all meetings of the directors and of the shareholders and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the corporation and of all books, papers, records, documents and other instruments belonging to the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

TREASURER

85. The treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the corporation and, under the direction of the board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the corporation; he shall render to the board at the meetings thereof, or whenever required of him, an account of all his transactions as treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

OTHER OFFICERS

86. The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to

whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

VARIATION OF DUTIES

87. From time to time the board may vary, add to or limit the powers and duties of any officer or officers.

AGENTS AND ATTORNEYS

88. The board shall have power from time to time to appoint agents or attorneys for the corporation in or out of Saskatchewan with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

FIDELITY BONDS

89. The board may require such officers, employees and agents of the corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

BANKING ARRANGEMENTS

90. The banking business of the corporation, or any part thereof, shall be transacted with such bank, trust corporation or other firm or corporation carrying on a banking business as the board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the corporation's behalf by such one or more officers and/or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without restricting the generality of the foregoing, the operation of the corporation's accounts' the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchanges and orders for the payment of money; and giving of receipts for and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

EXECUTION OF GUARANTEES

91. The corporation does hereby authorize its directors to execute on behalf of the corporation, guarantees of other related corporations where it is deemed by the directors to be in the best interests of the corporation and to execute such security or other document as may be required by the lending institution to effect such guarantee.

EXECUTION OF INSTRUMENTS

92. Deeds, transfers, assignments, contracts, and obligations on behalf of the corporation may be signed by the president and the corporate seal shall be affixed to such instruments as require the same.

Notwithstanding any provision to the contrary contained in the bylaws of the corporation, the board may at any time and from time to time direct the manner in which the person or persons by whom any particular deed, transfer, contract, or obligation or any class of deeds, transfers, contracts or obligations of the corporation may or shall be signed.

NOTICES

93. A notice may be given by the corporation to a member either personally or by sending it by post to him to his registered address, or (if he has no registered address in Saskatchewan) to the address, if any, in Saskatchewan, supplied by him to the corporation for the giving of notices to him.

94. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a meeting at the expiration of twenty-four hours after the letter containing the notice is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

95. If a member has no registered address in Saskatchewan and has not supplied to the corporation an address in Saskatchewan for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the corporation, shall be deemed to be duly given to him on the day on which the advertisement appears.

96. A notice may be given by the corporation to the joint holders of a share by giving notice to the joint holder named first in the register in respect of the share.

97. A notice may be given by the corporation to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which it might have been given if the death or bankruptcy had not occurred.

98. Notice of every general meeting shall be given in same manner as hereinbefore authorized to:

- (a) every member of the corporation (including bearers of share warrants) except those members who (having no registered address in Saskatchewan) have not

supplied to the corporation an address in Saskatchewan for the giving of notices to them; and also to

- (b) every person entitled to a share in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting. No other person shall be entitled to receive notices of general meetings.

COMPUTATION OF TIME

99. In computing the date when notice must be given under any provision of the bylaws requiring a specified number of days' notice of any meeting or other event, the date of giving the notice and the date of the meeting or other event shall be excluded.

DIVIDENDS AND RESERVE

100. The corporation in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the directors.

101. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the corporation.

102. No dividends shall be paid otherwise than out of profits.

103. The directors may, before recommending a dividend, set aside out of the profits of the corporation such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the corporation may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the corporation or be invested in such investments (other than shares of the corporation) as the directors may from time to time think fit.

104. If several persons are registered as joint holders of a share any one of them may give effectual receipts for any dividends payable on the share.

105. Notice of a dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.

106. No dividend shall bear interest against the corporation.

AUDIT

107. Pursuant to Section 157 of the Saskatchewan Business Corporations Act, the shareholders resolved at their first meeting to dispense with the appointment of an auditor and appointed an accountant instead.

BORROWING

108. The directors may from time to time:

- (a) borrow money upon the credit of the corporation in such amounts and upon such terms as may be deemed necessary;
- (b) issue bonds, debentures, debenture stock or other securities of the corporation for such amounts and upon such terms as may be deemed expedient and pledge or sell the same for such sums and at such prices as the directors shall determine, or to secure any indebtedness or liability of the corporation;
- (c) charge, hypothecate, mortgage or pledge any or all of the real or personal property, including book debts and unpaid calls, rights, powers, undertakings and franchises of the corporation, to secure any bonds, debentures, debenture stock or other securities or any liability of the corporation.

109. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation, or other person or persons whether connected with the corporation or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the corporation as the directors of the corporation may authorize, and generally to manage, transact and settle the borrowing of money by the corporation.

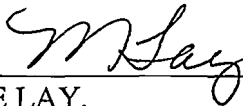
110. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation or other person or persons whether connected with the corporation or not, to sign, execute and give on behalf of the corporation all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the corporation.

111. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the corporation possessed by its directors or officers independently of a borrowing bylaw.

ADDITIONAL


112. These articles may be amended from time to time and in such manner as may be agreed upon by the majority of the members at a meeting of the shareholders or as may be determined on a poll of the members under Articles 31 to 34 inclusive of these articles.

APPROVED by the Board of Directors effective the 16th day of April, 2010.



MELANIE LAY,
President & Secretary

CONFIRMED by the shareholders the 16th day of April, 2010.



MELANIE LAY,
Secretary

BYLAW NO. 2

A BYLAW respecting the borrowing of money, the issuing of securities and the securing of liabilities by

101161715 SASKATCHEWAN LTD.
(hereinafter called the "Corporation")

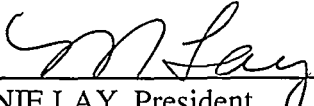
IT IS HEREBY ENACTED as a Bylaw of the Corporation as follows:

1. Without limiting the borrowing powers of the Corporation as set forth in **The Business Corporations Act** of Saskatchewan, the Board may from time to time:
 - a) Borrow money upon the credit of the Corporation;
 - b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantees of the Corporation, whether secured or unsecured;
 - c) Subject to the provisions of **The Business Corporations Act**, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - d) Mortgage, hypothecate, pledge or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Corporation, owned or substantially acquired, by way of mortgage, hypothecate, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

2. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 1 hereof or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.
3. This Bylaw shall come into force at, and be effective from, the time of its passing by the Board of Directors.

ENACTED by the Board effective as of April 16, 2010.


 MELANIE LAY, President

101187148 SASKATCHEWAN LTD.**BYLAW NO. 1**

1. In these bylaws:

(a) "the Act" means *The Business Corporations Act*, of Saskatchewan.

(b) When any provision of the Act is referred to, the reference is to that provision as modified by any statute for the time being in force.

SHARES AND SHARE TRANSFERS

2. Subject to the provisions, if any, in that behalf of the Articles of Incorporation, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the corporation may from time to time by special resolution, determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the corporation is liable to be redeemed.

3. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings apply mutatis mutandis, but so that the necessary quorum shall be one person at least holding or representing by proxy one-third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll.

SHARE CERTIFICATES

4. Every shareholder shall be entitled, without payment, to a share certificate stating the number and class of shares held by him as shown by the books of the corporation. Share certificates shall be in such form or forms as the board shall from time to time approve. Unless otherwise ordered by the board, they shall be signed by the president or a vice-president and by the secretary or an assistant secretary and need not be under the corporate seal; provided that certificates representing shares in respect of which a transfer agent and registrar (which term shall include a branch transfer agent and registrar) have been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and registrar. If authorized by resolution of the board, the corporate seal of the corporation and the signature of one of the signing officers, or in the case of share certificates representing shares in respect of which a transfer agent and registrar have been appointed, the signatures of both signing officers, may be printed, engraved, lithographed, or otherwise mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer

whose signature it reproduces and shall be binding upon the corporation. Share certificates executed as aforesaid shall be valid notwithstanding that one or both of the officers whose signature (whether manual or facsimile) appears thereon no longer holds office at the date of issue or delivery of the certificate.

REPLACEMENT OF SHARE CERTIFICATES

5. The Board may by resolution prescribe, either generally or in a particular case, the conditions upon which a new share certificate may be issued in lieu of and upon cancellation of the share certificate which has become mutilated or in substitution for a certificate which has been lost, stolen or destroyed.

TRANSFER AGENT AND REGISTRAR

6. The directors may from time to time by resolution appoint or remove a transfer agent and a registrar (who may, but need not be the same individual or corporation) and one or more branch transfer agents and registrars (who may, but need not be the same individual or corporation) for the shares in the capital stock of the corporation and may provide for the transfer of shares in one or more places and may provide that shares will be interchangeably transferable or otherwise.

TRANSFER OF SHARES

7. Shares in the capital stock of the corporation shall be transferable only on the register of transfer or on one of the branch registers of transfers (if any) kept by or for the corporation in respect thereof, by the registered holder of such shares in person or by attorney duly authorized in writing upon surrender of the certificates representing such shares properly endorsed or accompanied by a properly executed transfer subject to the provisions of the Act.

REFUSAL TO REGISTER TRANSFER

8. The board may refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder who is indebted to the corporation unless such shares are listed on a recognized stock exchange. The board shall refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder unless and until the said shareholder shall have satisfied the Board that all other shareholders have been given their rights to purchase as provided in these Bylaws or in any unanimous shareholder agreement.

9. The instrument of transfer of any share in the corporation shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

10. Shares in the corporation shall be transferred in the following form, or in any usual or common form that the directors shall approve:

I, _____, in consideration of _____ dollars paid to me by _____ of _____, (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or _____ shares) held by me in the undertaking called _____, to hold unto the said transferee, subject to the several conditions of which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid, or in such similar form as may meet with the approval of the directors from time to time. As witness our hands the _____ day of _____, A.D. 20____.

Witness to the signatures, etc.

11. (a) No sale of any shares by a shareholder shall be valid unless such sale is to another shareholder or nominee of another shareholder or unless all other shareholders have been given at least thirty (30) days' written notice of the proposed sale and are given first right to appoint a nominee to meet the proposed sale price within the said thirty (30) days or unless other shareholders consent to the proposed sale or unless the sale is effected under clause (b) hereof.

(b) In the event that one shareholder wishes to offer all or a portion of his shares for sale and no buyer has been found and no sale price has been fixed, he shall offer such shares for sale to the nominees of other shareholders at a price equal to a valuation fixed by the corporation's accountants. If no such nominee wishes to accept such offer within thirty (30) days of the making of the offer, the proposing vendor may sell the said shares at the valuation price or a greater price to any person provided such sale is arranged within ninety (90) days of the making of the offer. Should no sale be effected within the said ninety (90) days, a new valuation must be made by the corporation's accountants and the above provisions of this section apply.

(c) Should the proposing vendor wish to sell his shares at a price less than that fixed by the corporation's accountant, clause (a) hereof shall apply.

(d) A Nominee purchasing pursuant to clause (b) hereof must complete the purchase within thirty (30) days of accepting the offer or the vending shareholder shall not be bound to sell to him. Provided, however, that any delays caused by the vending shareholder shall result in a corresponding extension of time to complete the sale.

(e) Nothing in this Regulation except clause (f) hereof shall be deemed to require the vending shareholder to sell to any person less than the number of shares offered for sale by him.

(f) In the event that the Nominees of more than one shareholder wish to purchase the shares offered for sale under clause (b) hereof or pursuant to the notice under clause (a) hereof, such nominees shall each be entitled to purchase an equal number of shares or to purchase such shares as joint tenants or as tenants in common.

(g) This paragraph shall be subordinate to the provisions of any corporate approved unanimous shareholder agreement.

12. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation the legal personal representatives of a deceased sole

holder of a share shall be the only persons recognized by the corporation as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, shall be the only persons recognized by the corporation as having any title to the share.

13. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

14. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages as he would be entitled to if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the corporation.

JOINT SHAREHOLDERS

15. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for the certificates issued in respect thereof and for any warrant issuable in respect of such share, but all the joint holders of a share shall be severally as well as jointly liable for the payment of all demands payable in respect thereof.

FINANCIAL YEAR

16. Until otherwise ordered by the Board, the financial year of the corporation shall end on the _____ day of _____ in each year.

DIVIDENDS

17. The board may from time to time declare dividends payable to the shareholders according to their respective rights and interests in the corporation. A dividend payable in cash shall be paid by cheque drawn on the corporation's bankers or one of them to the order of each registered holder of shares of the class in respect of which it has been declared and mailed by ordinary mail, postage prepaid, to such registered holder at his last address appearing on the books of the corporation. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and if more than one address appears on the books of the corporation in respect of such joint holding the cheque shall be mailed to the first address so appearing. The mailing of such cheque as aforesaid shall satisfy and discharge all liability for the dividend to the extent of the sum represented thereby, unless such cheque be not paid at par on presentation at the municipality in which the head office of the corporation is situate or at any other place where it is by its terms payable. In the event of non-

receipt and upon satisfactory indemnity being given to it, the corporation shall issue to such person a replacement cheque for a like amount.

REPORT TO SHAREHOLDERS

18. A copy of the financial statement and a copy of the auditor's report shall be furnished to any shareholder on demand.

MEETINGS

19. The annual general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary meetings.

20. The directors may, whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not sufficient directors capable of acting to form a quorum, any director, or any two members of the corporation, may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

21. Not less than two (2) days' notice of a general meeting at which a special resolution is to be proposed, and not less than two (2) days' notice of any other general meeting (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the corporation in general meeting, to such persons as are, under the Regulations of the corporation, entitled to receive such notices from the corporation, but the non-receipt of the notice of any member shall not invalidate the proceedings at any general meeting. PROVIDED THAT upon consent in writing of the members, notice of a general meeting or any other meeting may be waived and the meeting shall thereupon be authorized to transact business as if notice had been given to all members.

22. Notwithstanding the requirements for notice of a meeting of shareholders as hereinbefore provided, meetings of shareholders may be held without notice if all the shareholders are present or, if absent, have signified their assent to such meeting, in writing, filed with the Secretary, before such meeting is held, or, if after the meeting is held, all absent shareholders signify their consent, in writing, to the business transacted at such meeting. A resolution of minute, in writing, signed by all the shareholders shall be as valid and effective for all purposes as if it had been passed at a meeting of the shareholders, duly called.

PERSONS ENTITLED TO BE PRESENT

23. The only persons entitled to attend a meeting of shareholders shall be those entitled to vote thereat and the auditor of the corporation and others who although not entitled to vote are entitled or required under any provision of the Act or the bylaws of the corporation to be present

at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting

QUORUM

24. A quorum for any meeting of shareholders shall be one (1) person present and holding or representing by proxy not less than fifty-one percent (51%) of the total number of issued shares of the corporation for the time being enjoying voting rights at such meeting. If a quorum is present at the opening of a meeting of shareholders, the shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting.

A quorum for any meeting of the Board of Directors of the corporation shall consist of two (2) directors or such other number as the directors may by resolution from time to time determine. Where the corporation has only one director, that director may constitute a meeting.

25. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors, shall be deemed ordinary business.

26. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

27. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

28. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the corporation.

29. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman the members present shall choose some one of their number to be chairman.

30. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) demanded by at least one member, and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the corporation, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

32. If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be deemed to be defeated.

34. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS

35. On a show of hands every member present in person shall have one vote. On a poll, every member shall have one vote for each share of which he is a holder.

36. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the Votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

37. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other person in the nature of a committee appointed by that Court, and any such committee or other person may, on a poll, vote by proxy. In the event that such member shall have filed with the corporation a proxy in a form acceptable to the directors prior to such member being so found as of unsound mind such proxy holder shall be entitled to vote the shares, subject always to any provision in the law of the country that may limit, restrict or negative such proxy or form of proxy.

38. On a poll votes may be given either personally or by proxy.

39. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under the common seal, or under the hand of an officer of attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation, or unless the directors have prior to the meeting approved that person as a proxy holder.

40. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney, shall be deposited at the registered office of the corporation not less than forty-eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy may be treated as invalid.

41. An instrument appointing a proxy may be in the following form, or in any other form that the directors may approve:

I, ***, of ***, in the *** of ***, being a member of *** hereby appoint ***, of ***, as my proxy to vote for me and on behalf at the ordinary (or extraordinary, as the case may be) general meeting of the corporation to be held on the *** day of ***, A.D. 20**.

Signed this *** day of ***, A.D. 20**.

42. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

43. Any corporation that is a member of the corporation may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the corporation or of any class of members of the corporation, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation that he represents as that corporation could exercise if it were an individual member of the corporation.

POWERS OF DIRECTORS

44. The affairs of the corporation shall be managed by its board of directors. Until changed by special resolution the number of the directors of the corporation shall be **a minimum of one and a maximum of 12, of whom a majority shall constitute a quorum** for the transaction of business at any meeting of the directors. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

ELECTION AND TERMS

45. Directors shall be elected yearly to hold office until the next annual meeting of shareholders and until their successors shall have been duly elected. The whole board shall be elected at each annual meeting, and all the directors then in office shall retire, but, if qualified, are eligible for re-election. The election may be by a show of hands or by resolution of the shareholders unless a ballot be demanded by any shareholder.

46. The qualification of a director shall be the holding of a least one share in the corporation, or the position of employee of the corporation (including solicitor or accountant) in any capacity. The first directors of the corporation shall be those named in the Notice of Directors filed with the Registrar upon incorporation and the first directors shall hold office until the first general

meeting of shareholders when their term of office shall expire. At the first general meeting of shareholders a slate of directors shall be elected. The first directors shall be eligible for re-election and in the event that no new directors are elected at the first general meeting of shareholders the first directors shall hold office until the next general meeting of shareholders.

REMOVAL OF DIRECTORS

47. The shareholders may, by resolution passed by at least two-thirds of the votes cast at a general meeting of shareholders of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his term of office and may, by a majority of votes cast at that meeting, elect any person in his stead for the remainder of his term.

VACANCIES

48. Vacancies in the board may be filled for the remainder of its term of office from among the qualified shareholders of the corporation, either by the shareholders at a general meeting called for the purpose of, by the remaining directors if constituting a quorum; otherwise, such vacancies shall be filled at the next meeting of the shareholders at which directors for the ensuing year are elected. If the number of directors is increased a vacancy or vacancies in the board to the number of the authorized increase shall thereby be deemed to have occurred which may be filled in the manner above provided.

49. At the first ordinary meeting of the corporation and at the ordinary meeting in every subsequent year the whole of the directors shall retire from office.

50. A retiring director shall be eligible for re-election.

51. The corporation at the general meeting at which a director retires in manner aforesaid may fill the vacated office by electing a person thereto.

52. If at a meeting at which an election of directors ought to take place the places of the vacating directors are not filled, the meeting shall stand adjourned till the same day in the next week at the same time and place, and, if at the adjourned meeting the places of the vacating directors are not filled, the vacating directors, or such of them as have not had their places filled, shall be deemed to have been re-elected at the adjourned meeting.

53. The corporation may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number are to go out of office.

54. A casual vacancy occurring in the board of directors may be filled by the directors, but the person so chosen shall be subject to retirement at the same time as if he had become a director on the day on which in whose place he is appointed was last elected a director.

55. The directors shall have power at any time and from time to time, to appoint a person as an additional director who shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the corporation at that meeting as an additional director.

56. The office of a director shall be vacated if the director:

- (a) ceases to be a director by virtue of section 103 of the Act; or
- (b) without the consent of the corporation in general meeting, holds any other office of profit under the corporation except that of managing director or manager; or
- (c) becomes bankrupt; or
- (d) is found a lunatic or becomes of unsound mind.

Provided, however, that no director shall vacate his office by reason of his being a member of a corporation that has entered into contracts with or done any work for the corporation of which he is a director; but a director shall not vote in respect of any such contract or work, and if he does so vote his votes shall not be counted.

MEETINGS OF DIRECTORS

57. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the motion shall be lost. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

REGULAR MEETINGS

58. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing the place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.

FIRST MEETING OF NEW BOARD

59. Each newly elected board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of the shareholders at which such board was elected, provided a quorum of directors is present.

PLACE OF MEETING

60. Meeting of the board may be held at the head office of the corporation or any other place within or outside of Saskatchewan.

61. The continuing directors may act notwithstanding a vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulation of the corporation as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the corporation, but for no other purpose.

62. The directors may elect a chairman of their meetings and determine the period for which he is to hold office but, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

63. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; and committees so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on them by the directors.

64. A committee may elect a chairman of their meetings; if no such chairman is elected, or at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of the attending members to be chairman of the meeting.

65. A committee may meet and adjourn as it thinks proper. Questions arising at a meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall not have a second or casting vote.

66. All acts done by a meeting of the directors or of a committee of directors, or by a person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

67. A resolution signed by all of the directors of the corporation shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors of the corporation duly called and constituted.

POWERS AND DUTIES OF DIRECTORS

68. The business of the corporation shall be managed by the directors, who may pay all expenses incurred in setting up and registering the corporation, and may exercise all such powers of the corporation as are not, by the Act, or any statutory modification thereof for the time being in force, or by these articles, required to be exercised by the corporation in general meeting, subject nevertheless to any regulation of these articles, to the provision of the Act, and to such regulation, being not inconsistent with the aforesaid regulation or provision as may be prescribed by the corporation in general meeting; but no regulation made by the corporation in general meeting shall invalidate any prior act of the directors that would have been valid if that regulation had not been made.

69. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary, or commission, or participation in profits or partly in one way and partly in another) as they may think fit, and a director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation of retirement of directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a director, or if the corporation in general meeting resolves that his tenure of the office of managing director or manager be determined.

70. The amount for the time being remaining undischarged of monies borrowed or raised by the directors for the purpose of the corporation (otherwise than by the issue of share capital) shall not at any time exceed the issued capital of the corporation without the sanction of the corporation in general meeting.

71. The directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors and of any committees of the directors;
- (c) of all resolutions and proceedings at all meeting of the corporation, and of the directors and of the committee of directors;

and every director present at a meeting of directors or committee and every director present at a meeting of directors shall sign his name in a book to be kept for that purpose.

REMUNERATION OF DIRECTORS

72. The directors shall be paid such remuneration if any, as the board may from time to time determine. Any remuneration so payable to a director who is also an officer or employee of the corporation or who is counsel or solicitor to the corporation or otherwise serves it in a professional capacity shall be in addition to his salary as such officer or to his professional capacity shall be in addition to his salary as such officer or to his professional fees as the case may be. In addition the board may by resolution from time to time award special remuneration out of the funds of the corporation to any director who performs any special work or service for, or undertakes any special mission on behalf of, the corporation outside the work or services ordinarily required of a director of the corporation. The directors shall also be paid such sums in respect of their out-of-pocket expenses incurred in attending board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the board may from time to time determine. No confirmation by the shareholders of any such remuneration or payment shall be required.

INTEREST OF DIRECTORS IN CONTRACTS

73. No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or in which any director is in any way interested be liable to be avoided nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

DECLARATION OF INTEREST

74. It shall be the duty, however, of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest to the extent, in the manner and at the time required by the applicable provision of the Act for the time being in force and to refrain from voting in respect of the contract or arrangement or proposed contract or arrangement if and when prohibited by the Act.

PROTECTION OF DIRECTORS AND OFFICERS

75. No director or officer of the corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipts or other act for conformity, or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

INDEMNITY OF DIRECTORS AND OFFICERS

76. Every director or officer of the corporation and his heirs, executors and administrators, and estate and effects, respectively shall, from time to time and at all times be indemnified and saved harmless out of the funds of the corporation, from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.

LOANS TO SHAREHOLDERS

77. The directors of the corporation may from time to time:

- (a) make loans to bona fide full-time employees of the corporation, whether or not they are shareholders or directors, with a view to enabling them to purchase dwelling houses for their own occupation and may take from such employees mortgage or other securities for the repayment of such loan; or
- (b) provide, in accordance with a scheme for the time being in force, money by way of loan for the purchase by trustees of shares of the corporation, to be held by or for the benefit of bona fide employees of the corporation, whether or not they are shareholders or directors; or
- (c) make loans to bona fide employees of the corporation other than directors, whether or not they are shareholders, with a view to enabling them to purchase shares of the corporation to be held by them by way of beneficial ownership.

THE SEAL

78. The seal of the corporation shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for the purpose; and that the director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the corporation is so affixed in their presence.

ELECTED OFFICER

79. At the first meeting of the board after each election of directors the board shall elect from among its members a president. In default of such election and then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

APPOINTED OFFICERS

80. From time to time the board shall appoint a secretary, and may appoint one or more vice-presidencies, a general manager, a treasurer, and such other officers as the board may determine including one or more assistants to any of the officers so appointed. The officers so appointed may but need not be members of the board. One person may hold more than one office and if the one person holds the office of secretary and the office of treasurer, he may be known as secretary-treasurer.

TERM OF OFFICE AND REMUNERATION

81. In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the corporation. The terms of employment and remuneration of the president and other officers elected or appointed by it shall be settled from time to time by the board.

PRESIDENT

82. The president shall, when present, preside at all meetings of the shareholders and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

GENERAL MANAGER

83. The general manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the president, of the corporation's business and affairs and the power to appoint and remove any and all officers, employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration. If and so long as the general manager is a director he may but need not be known as the managing director.

SECRETARY

84. The secretary shall give, or cause to be given, all notices required to be given the shareholders, directors, auditors and members of committees; he shall attend all meetings of the directors and of the shareholders and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the corporation and of all books, papers, records, documents and other instruments belonging to the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

TREASURER

85. The treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the corporation and, under the direction of the board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the corporation; he shall render to the board at the meetings thereof, or whenever required of him, an account of all his transactions as treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

OTHER OFFICERS

86. The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to

whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

VARIATION OF DUTIES

87. From time to time the board may vary, add to or limit the powers and duties of any officer or officers.

AGENTS AND ATTORNEYS

88. The board shall have power from time to time to appoint agents or attorneys for the corporation in or out of Saskatchewan with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

FIDELITY BONDS

89. The board may require such officers, employees and agents of the corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

BANKING ARRANGEMENTS

90. The banking business of the corporation, or any part thereof, shall be transacted with such bank, trust corporation or other firm or corporation carrying on a banking business as the board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the corporation's behalf by such one or more officers and/or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without restricting the generality of the foregoing, the operation of the corporation's accounts' the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchanges and orders for the payment of money; and giving of receipts for and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

EXECUTION OF GUARANTEES

91. The corporation does hereby authorize its directors to execute on behalf of the corporation, guarantees of other related corporations where it is deemed by the directors to be in the best interests of the corporation and to execute such security or other document as may be required by the lending institution to effect such guarantee.

EXECUTION OF INSTRUMENTS

92. Deeds, transfers, assignments, contracts, and obligations on behalf of the corporation may be signed by the president or a vice-president or a director or by the secretary or the treasurer or an assistant secretary or an assistant treasurer or another director, and the corporate seal shall be affixed to such instruments as require the same.

Notwithstanding any provision to the contrary contained in the bylaws of the corporation, the board may at any time and from time to time direct the manner in which the person or persons by whom any particular deed, transfer, contract, or obligation or any class of deeds, transfers, contracts or obligations of the corporation may or shall be signed.

NOTICES

93. A notice may be given by the corporation to a member either personally or by sending it by post to him to his registered address, or (if he has no registered address in Saskatchewan) to the address, if any, in Saskatchewan, supplied by him to the corporation for the giving of notices to him.

94. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a meeting at the expiration of twenty-four hours after the letter containing the notice is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

95. If a member has no registered address in Saskatchewan and has not supplied to the corporation an address in Saskatchewan for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the corporation, shall be deemed to be duly given to him on the day on which the advertisement appears.

96. A notice may be given by the corporation to the joint holders of a share by giving notice to the joint holder named first in the register in respect of the share.

97. A notice may be given by the corporation to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which it might have been given if the death or bankruptcy had not occurred.

98. Notice of every general meeting shall be given in same manner as hereinbefore authorized to:

- (a) every member of the corporation (including bearers of share warrants) except those members who (having no registered address in Saskatchewan) have not supplied to the corporation an address in Saskatchewan for the giving of notices to them; and also to
- (b) every person entitled to a share in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting. No other person shall be entitled to receive notices of general meetings.

COMPUTATION OF TIME

99. In computing the date when notice must be given under any provision of the bylaws requiring a specified number of days' notice of any meeting or other event, the date of giving the notice and the date of the meeting or other event shall be excluded.

DIVIDENDS AND RESERVE

100. The corporation in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the directors.

101. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the corporation.

102. No dividends shall be paid otherwise than out of profits.

103. The directors may, before recommending a dividend, set aside out of the profits of the corporation such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the corporation may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the corporation or be invested in such investments (other than shares of the corporation) as the directors may from time to time think fit.

104. If several persons are registered as joint holders of a share any one of them may give effectual receipts for any dividends payable on the share.

105. Notice of a dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.

106. No dividend shall bear interest against the corporation.

AUDIT

107. Pursuant to Section 157 of the Saskatchewan Business Corporations Act, the shareholders resolved at their first meeting to dispense with the appointment of an auditor and appointed an accountant instead.

BORROWING

108. The directors may from time to time:

- (a) borrow money upon the credit of the corporation in such amounts and upon such terms as may be deemed necessary;
- (b) issue bonds, debentures, debenture stock or other securities of the corporation for such amounts and upon such terms as may be deemed expedient and pledge or sell the same for such sums and at such prices as the directors shall determine, or to secure any indebtedness or liability of the corporation;
- (c) charge, hypothecate, mortgage or pledge any or all of the real or personal property, including book debts and unpaid calls, rights, powers, undertakings and franchises of the corporation, to secure any bonds, debentures, debenture stock or other securities or any liability of the corporation.

109. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation, or other person or persons whether connected with the corporation or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the corporation as the directors of the corporation may authorize, and generally to manage, transact and settle the borrowing of money by the corporation.


110. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation or other person or persons whether connected with the corporation or not, to sign, execute and give on behalf of the corporation all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the corporation.

111. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the corporation possessed by its directors or officers independently of a borrowing bylaw.

ADDITIONAL

112. These articles may be amended from time to time and in such manner as may be agreed upon by the majority of the members at a meeting of the shareholders or as may be determined on a poll of the members under Articles 31 to 34 inclusive of these articles.

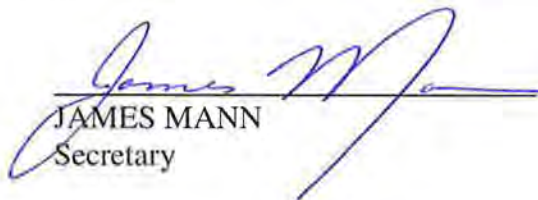
APPROVED by the Board of Directors effective the 29th day of June, 2011.



JASON MANN,
President

JAMES MANN
Secretary-Treasurer

CONFIRMED by the shareholders the 29th day of June, 2011.



JAMES MANN
Secretary

BYLAW NO. 2

A BYLAW respecting the borrowing of money, the issuing of securities and the securing of liabilities by

101187148 SASKATCHEWAN LTD.
(hereinafter called the "Corporation")

IT IS HEREBY ENACTED as a Bylaw of the Corporation as follows:

1. Without limiting the borrowing powers of the Corporation as set forth in **The Business Corporations Act** of Saskatchewan, the Board may from time to time:
 - a) Borrow money upon the credit of the Corporation;
 - b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantees of the Corporation, whether secured or unsecured;
 - c) Subject to the provisions of **The Business Corporations Act**, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - d) Mortgage, hypothecate, pledge or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Corporation, owned or substantially acquired, by way of mortgage, hypothecate, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

2. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 1 hereof or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.
3. This Bylaw shall come into force at, and be effective from, the time of its passing by the Board of Directors.

ENACTED by the Board effective as of June 29, 2011.



JASON MANN, President

02-BYLAWS

101119448 SASKATCHEWAN LTD.**BYLAW NO. 1**

1. In these bylaws:

(a) "the Act" means The Business Corporations Act, of Saskatchewan.

(b) When any provision of the Act is referred to, the reference is to that provision as modified by any statute for the time being in force.

SHARES AND SHARE TRANSFERS

2. Subject to the provisions, if any, in that behalf of the Articles of Incorporation, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the corporation may from time to time by special resolution, determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the corporation is liable to be redeemed.

3. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings apply mutatis mutandis, but so that the necessary quorum shall be one person at least holding or representing by proxy one-third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll.

SHARE CERTIFICATES

4. Every shareholder shall be entitled, without payment, to a share certificate stating the number and class of shares held by him as shown by the books of the corporation. Share certificates shall be in such form or forms as the board shall from time to time approve. Unless otherwise ordered by the board, they shall be signed by the president or a vice-president and by the secretary or an assistant secretary and need not be under the corporate seal; provided that certificates representing shares in respect of which a transfer agent and registrar (which term shall include a branch transfer agent and registrar) have been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and registrar. If authorized by resolution of the board, the corporate seal of the corporation and the signature of one of the signing officers, or in the case of share certificates representing shares in respect of which a transfer agent and registrar have been appointed, the signatures of both signing officers, may be printed, engraved, lithographed, or otherwise mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer

whose signature it reproduces and shall be binding upon the corporation. Share certificates executed as aforesaid shall be valid notwithstanding that one or both of the officers whose signature (whether manual or facsimile) appears thereon no longer holds office at the date of issue or delivery of the certificate.

REPLACEMENT OF SHARE CERTIFICATES

5. The Board may by resolution prescribe, either generally or in a particular case, the conditions upon which a new share certificate may be issued in lieu of and upon cancellation of the share certificate which has become mutilated or in substitution for a certificate which has been lost, stolen or destroyed.

TRANSFER AGENT AND REGISTRAR

6. The directors may from time to time by resolution appoint or remove a transfer agent and a registrar (who may, but need not be the same individual or corporation) and one or more branch transfer agents and registrars (who may, but need not be the same individual or corporation) for the shares in the capital stock of the corporation and may provide for the transfer of shares in one or more places and may provide that shares will be interchangeably transferable or otherwise.

TRANSFER OF SHARES

7. Shares in the capital stock of the corporation shall be transferable only on the register of transfer or on one of the branch registers of transfers (if any) kept by or for the corporation in respect thereof, by the registered holder of such shares in person or by attorney duly authorized in writing upon surrender of the certificates representing such shares properly endorsed or accompanied by a properly executed transfer subject to the provisions of the Act.

REFUSAL TO REGISTER TRANSFER

8. The board may refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder who is indebted to the corporation unless such shares are listed on a recognized stock exchange. The board shall refuse to permit the registration of a transfer of shares in the capital stock of the corporation registered in the name of a shareholder unless and until the said shareholder shall have satisfied the Board that all other shareholders have been given their rights to purchase as provided in these Bylaws or in any unanimous shareholder agreement.

9. The instrument of transfer of any share in the corporation shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

10. Shares in the corporation shall be transferred in the following form, or in any usual or common form that the directors shall approve:

I, _____, in consideration of _____ dollars paid to me by _____ of _____, (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or _____ shares) held by me in the undertaking called _____, to hold unto the said transferee, subject to the several conditions of which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid, or in such similar form as may meet with the approval of the directors from time to time. As witness our hands the _____ day of _____, A.D. 20____.

Witness to the signatures, etc.

11. (a) No sale of any shares by a shareholder shall be valid unless such sale is to another shareholder or nominee of another shareholder or unless all other shareholders have been given at least thirty (30) days' written notice of the proposed sale and are given first right to appoint a nominee to meet the proposed sale price within the said thirty (30) days or unless other shareholders consent to the proposed sale or unless the sale is effected under clause (b) hereof.

(b) In the event that one shareholder wishes to offer all or a portion of his shares for sale and no buyer has been found and no sale price has been fixed, he shall offer such shares for sale to the nominees of other shareholders at a price equal to a valuation fixed by the corporation's accountants. If no such nominee wishes to accept such offer within thirty (30) days of the making of the offer, the proposing vendor may sell the said shares at the valuation price or a greater price to any person provided such sale is arranged within ninety (90) days of the making of the offer. Should no sale be effected within the said ninety (90) days, a new valuation must be made by the corporation's accountants and the above provisions of this section apply.

(c) Should the proposing vendor wish to sell his shares at a price less than that fixed by the corporation's accountant, clause (a) hereof shall apply.

(d) A Nominee purchasing pursuant to clause (b) hereof must complete the purchase within thirty (30) days of accepting the offer or the vending shareholder shall not be bound to sell to him. Provided, however, that any delays caused by the vending shareholder shall result in a corresponding extension of time to complete the sale.

(e) Nothing in this Regulation except clause (f) hereof shall be deemed to require the vending shareholder to sell to any person less than the number of shares offered for sale by him.

(f) In the event that the Nominees of more than one shareholder wish to purchase the shares offered for sale under clause (b) hereof or pursuant to the notice under clause (a) hereof, such nominees shall each be entitled to purchase an equal number of shares or to purchase such shares as joint tenants or as tenants in common.

(g) This paragraph shall be subordinate to the provisions of any corporate approved unanimous shareholder agreement.

12. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation the legal personal representatives of a deceased sole

holder of a share shall be the only persons recognized by the corporation as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, shall be the only persons recognized by the corporation as having any title to the share.

13. Subject to the provisions of any shareholder agreement that may have been filed with the corporation and accepted by the corporation any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

14. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages as he would be entitled to if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the corporation.

JOINT SHAREHOLDERS

15. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for the certificates issued in respect thereof and for any warrant issuable in respect of such share, but all the joint holders of a share shall be severally as well as jointly liable for the payment of all demands payable in respect thereof.

FINANCIAL YEAR

16. Until otherwise ordered by the Board, the financial year of the corporation shall end on the ____ day of _____ in each year.

DIVIDENDS

17. The board may from time to time declare dividends payable to the shareholders according to their respective rights and interests in the corporation. A dividend payable in cash shall be paid by cheque drawn on the corporation's bankers or one of them to the order of each registered holder of shares of the class in respect of which it has been declared and mailed by ordinary mail, postage prepaid, to such registered holder at his last address appearing on the books of the corporation. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and if more than one address appears on the books of the corporation in respect of such joint holding the cheque shall be mailed to the first address so appearing. The mailing of such cheque as aforesaid shall satisfy and discharge all liability for the dividend to the extent of the sum represented thereby, unless such cheque be not paid at par on presentation at the municipality in which the head office of the corporation is situate or at any other place where it is by its terms payable. In the event of non-

receipt and upon satisfactory indemnity being given to it, the corporation shall issue to such person a replacement cheque for a like amount.

REPORT TO SHAREHOLDERS

18. A copy of the financial statement and a copy of the auditor's report shall be furnished to any shareholder on demand.

MEETINGS

19. The annual general meetings shall be called ordinary meetings; all other general meetings shall be called extraordinary meetings.

20. The directors may, whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not sufficient directors capable of acting to form a quorum, any director, or any two members of the corporation, may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

21. Not less than two (2) days' notice of a general meeting at which a special resolution is to be proposed, and not less than two (2) days' notice of any other general meeting (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the corporation in general meeting, to such persons as are, under the Regulations of the corporation, entitled to receive such notices from the corporation, but the non-receipt of the notice of any member shall not invalidate the proceedings at any general meeting. PROVIDED THAT upon consent in writing of the members, notice of a general meeting or any other meeting may be waived and the meeting shall thereupon be authorized to transact business as if notice had been given to all members.

22. Notwithstanding the requirements for notice of a meeting of shareholders as hereinbefore provided, meetings of shareholders may be held without notice if all the shareholders are present or, if absent, have signified their assent to such meeting, in writing, filed with the Secretary, before such meeting is held, or, if after the meeting is held, all absent shareholders signify their consent, in writing, to the business transacted at such meeting. A resolution of minute, in writing, signed by all the shareholders shall be as valid and effective for all purposes as if it had been passed at a meeting of the shareholders, duly called.

PERSONS ENTITLED TO BE PRESENT

23. The only persons entitled to attend a meeting of shareholders shall be those entitled to vote thereat and the auditor of the corporation and others who although not entitled to vote are entitled or required under any provision of the Act or the bylaws of the corporation to be present

at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting

QUORUM

24. A quorum for any meeting of shareholders shall be one (1) person present and holding or representing by proxy not less than fifty-one percent (51%) of the total number of issued shares of the corporation for the time being enjoying voting rights at such meeting. If a quorum is present at the opening of a meeting of shareholders, the shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting.

A quorum for any meeting of the Board of Directors of the corporation shall consist of two (2) directors or such other number as the directors may by resolution from time to time determine. Where the corporation has only one director, that director may constitute a meeting.

25. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors, shall be deemed ordinary business.

26. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

27. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

28. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the corporation.

29. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman the members present shall choose some one of their number to be chairman.

30. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) demanded by at least one member, and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the corporation, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

32. If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be deemed to be defeated.

34. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS

35. On a show of hands every member present in person shall have one vote. On a poll, every member shall have one vote for each share of which he is a holder.

36. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the Votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

37. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other person in the nature of a committee appointed by that Court, and any such committee or other person may, on a poll, vote by proxy. In the event that such member shall have filed with the corporation a proxy in a form acceptable to the directors prior to such member being so found as of unsound mind such proxy holder shall be entitled to vote the shares, subject always to any provision in the law of the country that may limit, restrict or negative such proxy or form of proxy.

38. On a poll votes may be given either personally or by proxy.

39. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under the common seal, or under the hand of an officer of attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation, or unless the directors have prior to the meeting approved that person as a proxy holder.

40. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney, shall be deposited at the registered office of the corporation not less than forty-eight (48) hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy may be treated as invalid.

41. An instrument appointing a proxy may be in the following form, or in any other form that the directors may approve:

I, ***, of ***, in the *** of ***, being a member of *** hereby appoint ***, of ***, as my proxy to vote for me and on behalf at the ordinary (or extraordinary, as the case may be) general meeting of the corporation to be held on the *** day of ***, A.D. 20**.

Signed this *** day of ***, A.D. 20**.

42. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

43. Any corporation that is a member of the corporation may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the corporation or of any class of members of the corporation, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation that he represents as that corporation could exercise if it were an individual member of the corporation.

POWERS OF DIRECTORS

44. The affairs of the corporation shall be managed by its board of directors. Until changed by special resolution the number of the directors of the corporation shall be **a minimum of one and a maximum of 12, of whom a majority shall constitute a quorum** for the transaction of business at any meeting of the directors. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

ELECTION AND TERMS

45. Directors shall be elected yearly to hold office until the next annual meeting of shareholders and until their successors shall have been duly elected. The whole board shall be elected at each annual meeting, and all the directors then in office shall retire, but, if qualified, are eligible for re-election. The election may be by a show of hands or by resolution of the shareholders unless a ballot be demanded by any shareholder.

46. The qualification of a director shall be the holding of a least one share in the corporation, or the position of employee of the corporation (including solicitor or accountant) in any capacity. The first directors of the corporation shall be those named in the Notice of Directors filed with the Registrar upon incorporation and the first directors shall hold office until the first general

meeting of shareholders when their term of office shall expire. At the first general meeting of shareholders a slate of directors shall be elected. The first directors shall be eligible for re-election and in the event that no new directors are elected at the first general meeting of shareholders the first directors shall hold office until the next general meeting of shareholders.

REMOVAL OF DIRECTORS

47. The shareholders may, by resolution passed by at least two-thirds of the votes cast at a general meeting of shareholders of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his term of office and may, by a majority of votes cast at that meeting, elect any person in his stead for the remainder of his term.

VACANCIES

48. Vacancies in the board may be filled for the remainder of its term of office from among the qualified shareholders of the corporation, either by the shareholders at a general meeting called for the purpose of, by the remaining directors if constituting a quorum; otherwise, such vacancies shall be filled at the next meeting of the shareholders at which directors for the ensuing year are elected. If the number of directors is increased a vacancy or vacancies in the board to the number of the authorized increase shall thereby be deemed to have occurred which may be filled in the manner above provided.

49. At the first ordinary meeting of the corporation and at the ordinary meeting in every subsequent year the whole of the directors shall retire from office.

50. A retiring director shall be eligible for re-election.

51. The corporation at the general meeting at which a director retires in manner aforesaid may fill the vacated office by electing a person thereto.

52. If at a meeting at which an election of directors ought to take place the places of the vacating directors are not filled, the meeting shall stand adjourned till the same day in the next week at the same time and place, and, if at the adjourned meeting the places of the vacating directors are not filled, the vacating directors, or such of them as have not had their places filled, shall be deemed to have been re-elected at the adjourned meeting.

53. The corporation may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number are to go out of office.

54. A casual vacancy occurring in the board of directors may be filled by the directors, but the person so chosen shall be subject to retirement at the same time as if he had become a director on the day on which in whose place he is appointed was last elected a director.

55. The directors shall have power at any time and from time to time, to appoint a person as an additional director who shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the corporation at that meeting as an additional director.

56. The office of a director shall be vacated if the director:

- (a) ceases to be a director by virtue of section 103 of the Act; or
- (b) without the consent of the corporation in general meeting, holds any other office of profit under the corporation except that of managing director or manager; or
- (c) becomes bankrupt; or
- (d) is found a lunatic or becomes of unsound mind.

Provided, however, that no director shall vacate his office by reason of his being a member of a corporation that has entered into contracts with or done any work for the corporation of which he is a director; but a director shall not vote in respect of any such contract or work, and if he does so vote his votes shall not be counted.

MEETINGS OF DIRECTORS

57. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the motion shall be lost. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

REGULAR MEETINGS

58. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing the place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.

FIRST MEETING OF NEW BOARD

59. Each newly elected board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of the shareholders at which such board was elected, provided a quorum of directors is present.

PLACE OF MEETING

60. Meeting of the board may be held at the head office of the corporation or any other place within or outside of Saskatchewan.

61. The continuing directors may act notwithstanding a vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulation of the corporation as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the corporation, but for no other purpose.

62. The directors may elect a chairman of their meetings and determine the period for which he is to hold office but, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

63. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; and committees so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on them by the directors.

64. A committee may elect a chairman of their meetings; if no such chairman is elected, or at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of the attending members to be chairman of the meeting.

65. A committee may meet and adjourn as it thinks proper. Questions arising at a meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall not have a second or casting vote.

66. All acts done by a meeting of the directors or of a committee of directors, or by a person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

67. A resolution signed by all of the directors of the corporation shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors of the corporation duly called and constituted.

POWERS AND DUTIES OF DIRECTORS

68. The business of the corporation shall be managed by the directors, who may pay all expenses incurred in setting up and registering the corporation, and may exercise all such powers of the corporation as are not, by the Act, or any statutory modification thereof for the time being in force, or by these articles, required to be exercised by the corporation in general meeting, subject nevertheless to any regulation of these articles, to the provision of the Act, and to such regulation, being not inconsistent with the aforesaid regulation or provision as may be prescribed by the corporation in general meeting; but no regulation made by the corporation in general meeting shall invalidate any prior act of the directors that would have been valid if that regulation had not been made.

69. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary, or commission, or participation in profits or partly in one way and partly in another) as they may think fit, and a director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation of retirement of directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a director, or if the corporation in general meeting resolves that his tenure of the office of managing director or manager be determined.

70. The amount for the time being remaining undischarged of monies borrowed or raised by the directors for the purpose of the corporation (otherwise than by the issue of share capital) shall not at any time exceed the issued capital of the corporation without the sanction of the corporation in general meeting.

71. The directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors and of any committees of the directors;
- (c) of all resolutions and proceedings at all meeting of the corporation, and of the directors and of the committee of directors;

and every director present at a meeting of directors or committee and every director present at a meeting of directors shall sign his name in a book to be kept for that purpose.

REMUNERATION OF DIRECTORS

72. The directors shall be paid such remuneration if any, as the board may from time to time determine. Any remuneration so payable to a director who is also an officer or employee of the corporation or who is counsel or solicitor to the corporation or otherwise serves it in a professional capacity shall be in addition to his salary as such officer or to his professional capacity shall be in addition to his salary as such officer or to his professional fees as the case may be. In addition the board may by resolution from time to time award special remuneration out of the funds of the corporation to any director who performs any special work or service for, or undertakes any special mission on behalf of, the corporation outside the work or services ordinarily required of a director of the corporation. The directors shall also be paid such sums in respect of their out-of-pocket expenses incurred in attending board, committee or shareholders' meetings or otherwise in respect of the performance by them of their duties as the board may from time to time determine. No confirmation by the shareholders of any such remuneration or payment shall be required.

INTEREST OF DIRECTORS IN CONTRACTS

73. No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or in which any director is in any way interested be liable to be avoided nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

DECLARATION OF INTEREST

74. It shall be the duty, however, of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest to the extent, in the manner and at the time required by the applicable provision of the Act for the time being in force and to refrain from voting in respect of the contract or arrangement or proposed contract or arrangement if and when prohibited by the Act.

PROTECTION OF DIRECTORS AND OFFICERS

75. No director or officer of the corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipts or other act for conformity, or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

INDEMNITY OF DIRECTORS AND OFFICERS

76. Every director or officer of the corporation and his heirs, executors and administrators, and estate and effects, respectively shall, from time to time and at all times be indemnified and saved harmless out of the funds of the corporation, from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him, in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.

LOANS TO SHAREHOLDERS

77. The directors of the corporation may from time to time:

- (a) make loans to bona fide full-time employees of the corporation, whether or not they are shareholders or directors, with a view to enabling them to purchase dwelling houses for their own occupation and may take from such employees mortgage or other securities for the repayment of such loan; or
- (b) provide, in accordance with a scheme for the time being in force, money by way of loan for the purchase by trustees of shares of the corporation, to be held by or for the benefit of bona fide employees of the corporation, whether or not they are shareholders or directors; or
- (c) make loans to bona fide employees of the corporation other than directors, whether or not they are shareholders, with a view to enabling them to purchase shares of the corporation to be held by them by way of beneficial ownership.

THE SEAL

78. The seal of the corporation shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for the purpose; and that the director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the corporation is so affixed in their presence.

ELECTED OFFICER

79. At the first meeting of the board after each election of directors the board shall elect from among its members a president. In default of such election and then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

APPOINTED OFFICERS

80. From time to time the board shall appoint a secretary, and may appoint one or more vice-presidencies, a general manager, a treasurer, and such other officers as the board may determine including one or more assistants to any of the officers to appointed. The officers so appointed may but need not be members of the board. One person may hold more than one office and if the one person holds the office of secretary and the office of treasurer, he may be known as secretary-treasurer.

TERM OF OFFICE AND REMUNERATION

81. In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the corporation. The terms of employment and remuneration of the president and other officers elected or appointed by it shall be settled from time to time by the board.

PRESIDENT

82. The president shall, when present, preside at all meetings of the shareholders and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

GENERAL MANAGER

83. The general manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the president, of the corporation's business and affairs and the power to appoint and remove any and all officers, employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration. If and so long as the general manager is a director he may but need not be known as the managing director.

SECRETARY

84. The secretary shall give, or cause to be given, all notices required to be given the shareholders, directors, auditors and members of committees; he shall attend all meetings of the directors and of the shareholders and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the corporation and of all books, papers, records, documents and other instruments belonging to the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

TREASURER

85. The treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the corporation and, under the direction of the board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the corporation; he shall render to the board at the meetings thereof, or whenever required of him, an account of all his transactions as treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

OTHER OFFICERS

86. The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to

whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

VARIATION OF DUTIES

87. From time to time the board may vary, add to or limit the powers and duties of any officer or officers.

AGENTS AND ATTORNEYS

88. The board shall have power from time to time to appoint agents or attorneys for the corporation in or out of Saskatchewan with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

FIDELITY BONDS

89. The board may require such officers, employees and agents of the corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

BANKING ARRANGEMENTS

90. The banking business of the corporation, or any part thereof, shall be transacted with such bank, trust corporation or other firm or corporation carrying on a banking business as the board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the corporation's behalf by such one or more officers and/or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, but without restricting the generality of the foregoing, the operation of the corporation's accounts' the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchanges and orders for the payment of money; and giving of receipts for and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

EXECUTION OF GUARANTEES

91. The corporation does hereby authorize its directors to execute on behalf of the corporation, guarantees of other related corporations where it is deemed by the directors to be in the best interests of the corporation and to execute such security or other document as may be required by the lending institution to effect such guarantee.

EXECUTION OF INSTRUMENTS

92. Deeds, transfers, assignments, contracts, and obligations on behalf of the corporation may be signed by the president or a vice-president or a director or by the secretary or the treasurer or an assistant secretary or an assistant treasurer or another director, and the corporate seal shall be affixed to such instruments as require the same.

Notwithstanding any provision to the contrary contained in the bylaws of the corporation, the board may at any time and from time to time direct the manner in which the person or persons by whom any particular deed, transfer, contract, or obligation or any class of deeds, transfers, contracts or obligations of the corporation may or shall be signed.

NOTICES

93. A notice may be given by the corporation to a member either personally or by sending it by post to him to his registered address, or (if he has no registered address in Saskatchewan) to the address, if any, in Saskatchewan, supplied by him to the corporation for the giving of notices to him.

94. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a meeting at the expiration of twenty-four hours after the letter containing the notice is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

95. If a member has no registered address in Saskatchewan and has not supplied to the corporation an address in Saskatchewan for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the corporation, shall be deemed to be duly given to him on the day on which the advertisement appears.

96. A notice may be given by the corporation to the joint holders of a share by giving notice to the joint holder named first in the register in respect of the share.

97. A notice may be given by the corporation to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which it might have been given if the death or bankruptcy had not occurred.

98. Notice of every general meeting shall be given in same manner as hereinbefore authorized to:

- (a) every member of the corporation (including bearers of share warrants) except those members who (having no registered address in Saskatchewan) have not supplied to the corporation an address in Saskatchewan for the giving of notices to them; and also to
- (b) every person entitled to a share in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting. No other person shall be entitled to receive notices of general meetings.

COMPUTATION OF TIME

99. In computing the date when notice must be given under any provision of the bylaws requiring a specified number of days' notice of any meeting or other event, the date of giving the notice and the date of the meeting or other event shall be excluded.

DIVIDENDS AND RESERVE

100. The corporation in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the directors.

101. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the corporation.

102. No dividends shall be paid otherwise than out of profits.

103. The directors may, before recommending a dividend, set aside out of the profits of the corporation such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the corporation may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the corporation or be invested in such investments (other than shares of the corporation) as the directors may from time to time think fit.

104. If several persons are registered as joint holders of a share any one of them may give effectual receipts for any dividends payable on the share.

105. Notice of a dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.

106. No dividend shall bear interest against the corporation.

AUDIT

107. Pursuant to Section 157 of the Saskatchewan Business Corporations Act, the shareholders resolved at their first meeting to dispense with the appointment of an auditor and appointed an accountant instead.

BORROWING

108. The directors may from time to time:

- (a) borrow money upon the credit of the corporation in such amounts and upon such terms as may be deemed necessary;
- (b) issue bonds, debentures, debenture stock or other securities of the corporation for such amounts and upon such terms as may be deemed expedient and pledge or sell the same for such sums and at such prices as the directors shall determine, or to secure any indebtedness or liability of the corporation;
- (c) charge, hypothecate, mortgage or pledge any or all of the real or personal property, including book debts and unpaid calls, rights, powers, undertakings and franchises of the corporation, to secure any bonds, debentures, debenture stock or other securities or any liability of the corporation.

109. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation, or other person or persons whether connected with the corporation or not, to make arrangements with reference to the money borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the corporation as the directors of the corporation may authorize, and generally to manage, transact and settle the borrowing of money by the corporation.

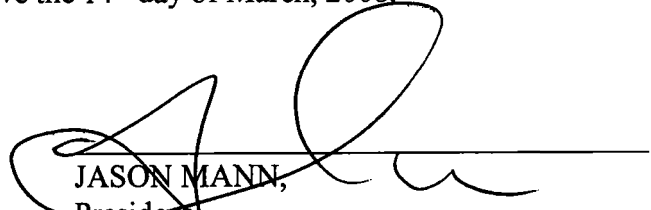
110. The directors may from time to time authorize any director or directors, officer or officers, employee of the corporation or other person or persons whether connected with the corporation or not, to sign, execute and give on behalf of the corporation all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefor so signed shall be binding upon the corporation.

111. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the corporation possessed by its directors or officers independently of a borrowing bylaw.

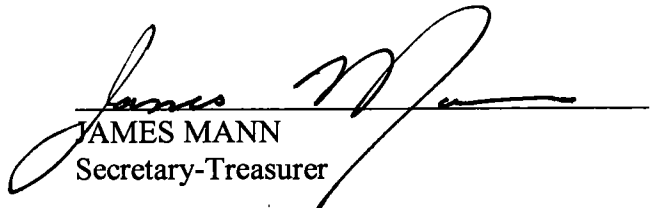
ADDITIONAL

112. These articles may be amended from time to time and in such manner as may be agreed upon by the majority of the members at a meeting of the shareholders or as may be determined on a poll of the members under Articles 31 to 34 inclusive of these articles.

APPROVED by the Board of Directors effective the 14th day of March, 2008.




JASON MANN,
President



JAMES MANN
Secretary-Treasurer

CONFIRMED by the shareholders the 14th day of March, 2008.



JAMES MANN
Secretary

BYLAW NO. 2

A BYLAW respecting the borrowing of money, the issuing of securities and the securing of liabilities by

101119448 SASKATCHEWAN LTD.
(hereinafter called the "Corporation")

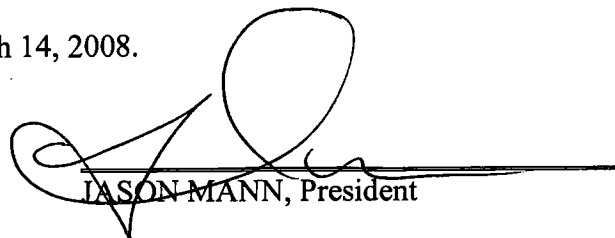
IT IS HEREBY ENACTED as a Bylaw of the Corporation as follows:

1. Without limiting the borrowing powers of the Corporation as set forth in **The Business Corporations Act** of Saskatchewan, the Board may from time to time:
 - a) Borrow money upon the credit of the Corporation;
 - b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantees of the Corporation, whether secured or unsecured;
 - c) Subject to the provisions of **The Business Corporations Act**, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - d) Mortgage, hypothecate, pledge or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Corporation, owned or substantially acquired, by way of mortgage, hypothecate, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

2. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 1 hereof or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.
3. This Bylaw shall come into force at, and be effective from, the time of its passing by the Board of Directors.

ENACTED by the Board effective as of March 14, 2008.



JASON MANN, President

Exhibit "17" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style and is placed on a light gray rectangular background.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

**MEETING OF THE DIRECTORS
OF
AGRACITY CROP AND NUTRITION LTD. (THE “CORPORATION”)**

MEETING MINUTES

Held via Microsoft Teams at 10:00 a.m. (Central Time) on November 25, 2025

Jason Mann, President and Director of the Corporation, took the role as chair (the “**Chair**”) at the meeting (the “**Meeting**”) of the directors (the “**Directors**”) of the Corporation.

Representatives of Ernst & Young provided a presentation to the Board of Directors regarding substantive matters outlined in the Notice (as defined below). The presentation addressed, among other things, the identity of the proposed interim lenders, the terms and conditions of the interim financing, the Corporation’s creditors, current and projected cash flow, and anticipated burn rate.

Director James Mann (“**James**”) noted for the record that, should the Notices and the resolutions contained therein be determined to be valid, he would vote against them. The Chair and counsel acknowledged James’ position and invited his input. James maintained his objection to the validity of the Notices and resolutions and reiterated that, if deemed valid, he would oppose them. James did not cast a vote on the Notices and resolutions as presented at the Meeting. James remained in attendance for the entirety of the meeting.

NOTICE OF MEETING

The Chair and counsel to the Chair stated that notice of the Meeting (“**Notice**”) was emailed to the Directors in accordance with the by-laws of the Corporation within the requisite timeframe.

QUORUM

The Chair declared that a requisite quorum of Directors was present at the Meeting.

MEETING REGULARLY CONSTITUTED

The Chair declared that the Meeting had been regularly called and properly constituted for the transaction of business.

COMMENCE CCAA PROCEEDINGS

It was proposed that the Directors consider commencing proceedings under the Companies’ Creditors Arrangement Act (the “**CCAA**”) to seek protection from the Corporation’s creditors and restructure its business under the CCAA.

UPON A MOTION DULY MADE, IT WAS RESOLVED THAT, with consideration of the presentation given by Ernst and Young at the meeting and the advice of its advisors including Ernst and Young, the Corporation undertake proceedings under the CCAA to seek protection from the Corporation’s creditors and restructure its business under the CCAA, and do all things necessary including making all requisite filing under the CCAA.

The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

FINANCING MATTERS

It was proposed that the Directors on behalf of the Corporation negotiate and enter into an agreement for an interim financing facility to support the proceedings under the CCAA, with such interim financing facility to be on terms as the directors may determine to be desirable.

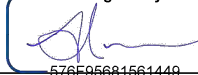
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The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

TERMINATION OF MEETING

There being no further business, **UPON A MOTION DULY MADE, IT WAS RESOLVED THAT** the Meeting be terminated.

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Jason Mann

Meeting Chair

**MEETING OF THE DIRECTORS
OF
MPOWER LOGISTICS LTD. (THE “CORPORATION”)
MEETING MINUTES**

Held via Microsoft Teams at 9:00 a.m. (Central Time) on November 25, 2025

Jason Mann, President and Director of the Corporation, took the role as chair (the “**Chair**”) at the meeting (the “**Meeting**”) of the directors (the “**Directors**”) of the Corporation.

Representatives of Ernst & Young provided a presentation to the Board of Directors regarding substantive matters outlined in the Notice (as defined below). The presentation addressed, among other things, the identity of the proposed interim lenders, the terms and conditions of the interim financing, the Corporation’s creditors, current and projected cash flow, and anticipated burn rate.

Director James Mann (“**James**”) noted for the record that, should the Notices and the resolutions contained therein be determined to be valid, he would vote against them. The Chair and counsel acknowledged James’ position and invited his input. James maintained his objection to the validity of the Notices and resolutions and reiterated that, if deemed valid, he would oppose them. James did not cast a vote on the Notices and resolutions as presented at the Meeting. James remained in attendance for the entirety of the meeting.

NOTICE OF MEETING

The Chair and counsel to the Chair stated that notice of the Meeting (“**Notice**”) was emailed to the Directors in accordance with the by-laws of the Corporation within the requisite timeframe.

QUORUM

The Chair declared that a requisite quorum of Directors was present at the Meeting.

MEETING REGULARLY CONSTITUTED

The Chair declared that the Meeting had been regularly called and properly constituted for the transaction of business.

COMMENCE CCAA PROCEEDINGS

It was proposed that the Directors consider commencing proceedings under the Companies’ Creditors Arrangement Act (the “**CCAA**”) to seek protection from the Corporation’s creditors and restructure its business under the CCAA.

UPON A MOTION DULY MADE, IT WAS RESOLVED THAT, with consideration of the presentation given by Ernst and Young at the meeting and the advice of its advisors including Ernst and Young, the Corporation undertake proceedings under the CCAA to seek protection from the Corporation’s creditors and restructure its business under the CCAA, and do all things necessary including making requisite filing under the CCAA.

The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

FINANCING MATTERS

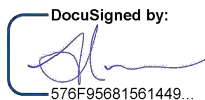
It was proposed that the Directors on behalf of the Corporation negotiate and enter into an agreement for an interim financing facility to support the proceedings under the CCAA, with such interim financing facility to be on terms as the directors may determine to be desirable.

UPON A MOTION DULY MADE, IT WAS RESOLVED THAT, with consideration of the presentation given by Ernst and Young at the meeting and the advice of its advisors including Ernst and Young, the Corporation negotiate and enter into an agreement for an interim financing facility to support the proceedings under the CCAA, with such interim financing facility to be on terms as the Directors may determine to be desirable.

The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

TERMINATION OF MEETING

There being no further business, **UPON A MOTION DULY MADE, IT WAS RESOLVED THAT** the Meeting be terminated.

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Jason Mann
Meeting Chair

**MEETING OF THE DIRECTORS
OF
101187148 SASKATCHEWAN LTD. (THE “CORPORATION”)
MEETING MINUTES**

Held via Microsoft Teams at 10:30 a.m. (Central Time) on November 25, 2025

Jason Mann, President and Director of the Corporation, took the role as chair (the “**Chair**”) at the meeting (the “**Meeting**”) of the directors (the “**Directors**”) of the Corporation.

Representatives of Ernst & Young provided a presentation to the Board of Directors regarding substantive matters outlined in the Notice (as defined below). The presentation addressed, among other things, the identity of the proposed interim lenders, the terms and conditions of the interim financing, the Corporation’s creditors, current and projected cash flow, and anticipated burn rate.

Director James Mann (“**James**”) noted for the record that, should the Notices and the resolutions contained therein be determined to be valid, he would vote against them. The Chair and counsel acknowledged James’ position and invited his input. James maintained his objection to the validity of the Notices and resolutions and reiterated that, if deemed valid, he would oppose them. James did not cast a vote on the Notices and resolutions as presented at the Meeting. James remained in attendance for the entirety of the meeting.

NOTICE OF MEETING

The Chair and counsel to the Chair stated that notice of the Meeting (“**Notice**”) was emailed to the Directors in accordance with the by-laws of the Corporation within the requisite timeframe.

QUORUM

The Chair declared that a requisite quorum of Directors was present at the Meeting.

MEETING REGULARLY CONSTITUTED

The Chair declared that the Meeting had been regularly called and properly constituted for the transaction of business.

COMMENCE CCAA PROCEEDINGS

It was proposed that the Directors consider commencing proceedings under the Companies’ Creditors Arrangement Act (the “**CCAA**”) to seek protection from the Corporation’s creditors and restructure its business under the CCAA.

UPON A MOTION DULY MADE, IT WAS RESOLVED THAT, with consideration of the presentation given by Ernst and Young at the meeting and the advice of its advisors including Ernst and Young, the Corporation undertake proceedings under the CCAA to seek protection from the Corporation’s creditors and restructure its business under the CCAA, and do all things necessary including making all requisite filing under the CCAA.

The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

FINANCING MATTERS

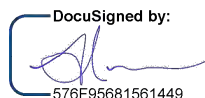
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The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

TERMINATION OF MEETING

There being no further business, **UPON A MOTION DULY MADE, IT WAS RESOLVED THAT** the Meeting be terminated.

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Jason Mann
Meeting Chair

**MEETING OF THE DIRECTORS
OF
FNA AGRACITY HOLDINGS LTD. (THE “CORPORATION”)**

MEETING MINUTES

Held via Microsoft Teams at 9:30 a.m. (Central Time) on November 25, 2025

Jason Mann, President and Director of the Corporation, took the role as chair (the “**Chair**”) at the meeting (the “**Meeting**”) of the directors (the “**Directors**”) of the Corporation.

Representatives of Ernst & Young provided a presentation to the Board of Directors regarding substantive matters outlined in the Notice (as defined below). The presentation addressed, among other things, the identity of the proposed interim lenders, the terms and conditions of the interim financing, the Corporation’s creditors, current and projected cash flow, and anticipated burn rate.

Director James Mann (“**James**”) noted for the record that, should the Notices and the resolutions contained therein be determined to be valid, he would vote against them. The Chair and counsel acknowledged James’ position and invited his input. James maintained his objection to the validity of the Notices and resolutions and reiterated that, if deemed valid, he would oppose them. James did not cast a vote on the Notices and resolutions as presented at the Meeting. James remained in attendance for the entirety of the meeting.

NOTICE OF MEETING

The Chair and counsel to the Chair stated that notice of the Meeting (“**Notice**”) was emailed to the Directors in accordance with the by-laws of the Corporation within the requisite timeframe.

QUORUM

The Chair declared that a requisite quorum of Directors was present at the Meeting.

MEETING REGULARLY CONSTITUTED

The Chair declared that the Meeting had been regularly called and properly constituted for the transaction of business.

COMMENCE CCAA PROCEEDINGS

It was proposed that the Directors consider commencing proceedings under the Companies’ Creditors Arrangement Act (the “**CCAA**”) to seek protection from the Corporation’s creditors and restructure its business under the CCAA.

UPON A MOTION DULY MADE, IT WAS RESOLVED THAT, with consideration of the presentation given by Ernst and Young at the meeting and the advice of its advisors including Ernst and Young, the Corporation undertake proceedings under the CCAA to seek protection from the Corporation’s creditors and restructure its business under the CCAA, and do all things necessary including making all requisite filing under the CCAA.

The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

FINANCING MATTERS

It was proposed that the Directors on behalf of the Corporation negotiate and enter into an agreement for an interim financing facility to support the proceedings under the CCAA, with such interim financing facility to be on terms as the directors may determine to be desirable.

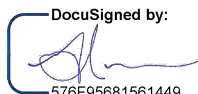
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The resolution was duly made but not seconded. Jason Mann, in his capacity as President and Director of the Corporation, voted in favour of the resolution. No other votes were recorded either in favour or against the resolution.

TERMINATION OF MEETING

There being no further business, **UPON A MOTION DULY MADE, IT WAS RESOLVED THAT** the Meeting be terminated.

DocuSigned by:



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Jason Mann

Meeting Chair

Exhibit "18" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

From: AgraCity Communication <agcom@agracity.com>

Sent: Friday, June 13, 2025 3:55 PM

To: AgraCity Communication <agcom@agracity.com>

Subject: AgraCity Product Update

AgraCity is committed to ensure that all of our customers receive value for the purchases that you have made. We are working as fast as possible through this process. Currently we are reconciling all accounts in our system to ensure we have accurate tally of what is owed to all customers. This process is going to take some time to get it done for everyone. Once we verify what we owe you, an AgraCity rep will be reaching out to you to work through your account. Through our current challenges we are limited to certain products in our portfolio. We have a list of 36 products that we can offer to replace your previous orders. I am confident that in this list there are products that are a suitable fit on your farm. We are going to start working through accounts and calling customers starting next week. We expect this process is going to take a few months to get to everyone, please be patient with us. Again, we apologize for the inconvenience this has caused your farming operation and hope we can resolve our delivery issue with you. Below is the list of products that we will be offering:

AC Name	Trade Name	Crop	Type
Quasi	Quadris	Canola	Fungicide
Rambler Pro	AgraCity Brand	Canola	Fungicide
Rambler	Proline	Canola	Fungicide
Clobber	Lontel	Canola	Incrop
Revenge B	Conquer	Canola	PreSeed
Foxy RCK II	AgraCity Brand	Cereals	BLW
Foxy CRx	AgraCity Brand	Cereals	BLW
Deathstar	AgraCity Brand	Cereals	BLW
Foxy Extreme II	AgraCity Brand	Cereals	BLW
Foxy Pro	OctTain	Cereals	BLW
Fusaro	Prosaro	Cereals	Fungicide
Himalaya	Everest/Sierra	Cereals	Graminicide
Sunrise	AgraCity Brand	Cereals	Graminicide
Aurora Case	Horizon	Cereals	Graminicide
Ace	Axial	Cereals	Graminicide
Mpower Extra	Express	Cereals	PreSeed
Battlefront	Pre-Pass Flex	Cereals	PreSeed

Himalaya Extra	Inferno Duo	Cereals	PreSeed
Pilot	Korrex	Cereals	PreSeed
Ammo Extra	Express FX	Cereals	PreSeed
Ammo C	AgraCity Brand	Cereals	PreSeed
Fury	Valtera	Lentils	PreSeed
Fury R	AgraCity Brand	Lentils	PreSeed
Spaxor	AgraCity Brand	Pulses	Fungicide
Spade Plus	AgraCity Brand	Pulses	Fungicide
Samurai			
Master	Solo ADV	Pulses	Incrop
Samurai	Solo	Pulses	Incrop
Ninja Master	Odyssey DLX	Pulses	Incrop
Kamikaze	Pursuit	Pulses	Incrop
Boa Pro	Viper	Pulses	Incrop
Boa	Basagran	Pulses	Incrop
Anaconda	AgraCity Brand	Pulses	Incrop
Revenge	Aim	Pulses	PreSeed
Throne	Authority	Pulses	PreSeed
Vermis	Coragen		Insecticide
Decimate	Decis		Insecticide

 [EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

Exhibit "19" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor



October 29, 2025

Genesis G&F Operating LP and Genesis Operating GP Inc.
320 22nd St E
Saskatoon, SK S7K 0H1
Attn: Jason Mann

Subject: Confirmation of Prepayment Amounts—Loan number 121741-03
Genesis G&F Operating LP and Genesis Operating GP Inc. (the “debtor”)

As requested, Business Development Bank of Canada (“BDC”) has calculated the prepayment figures for the above-mentioned loan, as at November 3, 2025, to be¹:

	Loan 121741-03
Principal	\$7,403,556.00
Interest up to and including November 2, 2025	\$246,073.98
Current Legal Fees	\$17,000.00
Future Legal Fees (subject to change)	\$35,000.00
Fees	\$105.00
Total	<u>\$ 7,701,734.98</u>
Current Per Diem (subject to change) ²	\$1,581.66
Current Interest rate – floating base+0.75 %	<u>7.55%</u>

The breakdown of Future Legal Fees will be based on what work is required and the figure is being presented to be conservative.

Since this loan is on a floating interest rate, please contact this office one day prior to the date of payout and request the exact amount of accrued interest and Prepayment Indemnity required to retire the loan. The amounts will be confirmed to you by email. Funds and Per Diem Interest calculated up to and including the date prior to the payout must be received by BDC no later than 12:00 p.m. on the payout date. If the Funds and Per Diem Interest are not received by 12:00 p.m. of the fifth business day from the date of the letter, this payout letter is no longer valid and may not be relied upon. If you are not able to deliver the payout prior to 12:00 p.m. of the fifth business day, please contact this office one day prior to the new date of payout to reconfirm the exact amount of accrued interest, Prepayment Indemnity, and Interest Differential and the new Per Diem Interest required to retire the loan.

Any subsequently produced prepayment figures will render the contents herein null and void.

² When issuing payment via bank wire transfer, funds may be received by the beneficiary the same day. When issuing payment via online payment (ePayment) an additional delay of up to 3 days may apply before the beneficiary receives the funds, therefore a per diem interest must be calculated accordingly.



Provided the payment is honoured including the Per Diem Interest, BDC hereby undertakes to execute and return discharges of all security taken with respect to the above loan(s), upon request. Please forward any draft discharges, where applicable, to this office for execution.

The executed discharges will be delivered to you or alternatively BDC will release security via electronic registration where applicable, in due course.

Any release and/or discharge granted by BDC is made on the basis that all source deductions, GST/HST/QST obligations and all other amounts, claims and demands owed by any party to the loan to the Canada Revenue Agency, Revenu Quebec or any other governmental agency that could give rise to a deemed trust claim by such agency in priority to any claim or security held by BDC in relation to the loan (collectively, "Deemed Trust Claims") have been paid in full. To the extent that BDC suffers a loss or is required to pay any amounts to any governmental agency in respect of any Deemed Trust Claims as a result of the failure of any loan party to meet its obligations to such governmental agency, then BDC shall be entitled to claim the full amount of any loss or payment required to be made by it in respect of any Deemed Trust Claim from the loan parties, or any of them, and the discharges shall not operate as a release of the loan parties to such extent.

Yours truly,

{#donotdeletesign1#}

Brad Wagner
Director, Business Restructuring
T (403) 382-3147
C Brad.Wagner@bdc.ca

{#donotdeletesign2#}

Krystal Lozada
Senior Analyst, Business Restructuring

See appendix : Information required for funds transfer to BDC account

**INFORMATION REQUIRED
FOR FUNDS TRANSFER TO BDC ACCOUNT
VIA ONLINE PAYMENT (ePayment)**

Loan payment

Payee: BDC - Loan Payment
Account number: 121741-03
Amount: \$ 7,701,734.98

You may refer to your debit advice on Client Space where the loan number and loan multiple can be found.

**INFORMATION REQUIRED
FOR FUNDS TRANSFER TO BDC ACCOUNT
VIA WIRE OR EFT**

Transfer to: Bank of Montreal
Main Branch
119, St-Jacques Street
Montréal (QC) H2Y 1L6

Payee: Business Development Bank of Canada
5, Place Ville-Marie
Montréal (QC) H3B 5E7

Payment Type	Loan Payment	
Currency	CAD	USD
SWIFT Code	BOFMCAM2	BOFMCAM2
Bank ID	001	001
Transit	00011	00011
Account	1142-012	4613-595

Reference: Customer Name: Genesis G&F Operating LP and Genesis Operating GP Inc.
BDC customer account no. : 121741-03

Exhibit "A" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'. It is positioned above a horizontal line.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

CONFIDENTIAL EXHIBIT

Exhibit "21" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor



RECEIVED

NOV 17 2025

By courier mail:

October 6th, 2025

320 – 22nd Street East, Saskatoon, SK S7K 0H1

Attention: AGRACITY CROP & NUTRITION LTD.

Re: For Commercial Accounts, Agracity Crop & Nutrition Ltd.

Dear Jason Mann:

This letter is to inform you that after careful consideration, we will be ending our banking relationship with AGRACITY SERVICES INCORPORATED. It has been determined that your personal and/or business activities fall outside of our risk appetite, and therefore we do not have an appropriate basis to maintain a banking relationship.

As a result, we ask that you close your accounts by November 30th, 2025. After that time, we will cease to operate these accounts. A full list of all the accounts to be closed is attached.

If you require assistance with the account closures, please contact us at 1-877-586-3844.

Regards,

Risk and Compliance, Personal and Commercial Banking

Account Closures

Accounts to be closed:

Bank Account(s):

0034-1998-569 AND 0034-4799-142 AND 0034-8978-296 AGRACITY CROP & NUTRITION LTD.

Please ensure that all outstanding debits, including any cheques issued have cleared the account prior to November 30th, 2025. All items presented for payment after that date will be returned unpaid. We may also decline to accept deposit of any payment items within 5 business days prior to the closing date.

RECEIVED

NOV 17 2025



By courier mail:

October 6, 2025

320 – 22nd Street East, Saskatoon, SK S7K 0H1

Attention: NEWAGCO INC.

Re: NewAgco Inc.

Dear Jason Mann:

This letter is to inform you that after careful consideration, we will be ending our banking relationship with NEWAGCO INC. It has been determined that your personal and/or business activities fall outside of our risk appetite, and therefore we do not have an appropriate basis to maintain a banking relationship.

As a result, we ask that you close your accounts by November 30th, 2025. After that time, we will cease to operate these accounts. A full list of all the accounts to be closed is attached.

If you require assistance with the account closures, please contact us at 1-877-586-3844.

Regards,

Risk and Compliance, Personal and Commercial Banking

Account Closures

Accounts to be closed:

Bank Account(s):

0034 1990-305 and 0034 4786-528 NEWAGCO INC.

Please ensure that all outstanding debits, including any cheques issued have cleared the account prior to November 30th, 2025. All items presented for payment after that date will be returned unpaid. We may also decline to accept deposit of any payment items within 5 business days prior to the closing date.

Exhibit "22" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

COURT FILE NUMBER KBG-SK-_____-2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PROCEEDING IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, C C-36, AS AMENDED

AND

APPLICANTS IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT
FOR THE CREDITORS OF AGRACITY CROP & NUTRITION LTD.,
MPOWER LOGISTICS LTD., NEWAGCO INC., CARBONTERRA
LTD., AGRONOMAX FARM MANAGEMENT SOLUTIONS INC.,
14492676 CANADA INC., VIKING CROP PROTECTION
PARTNERS INC., 101114752 SASKATCHEWAN LTD., 101072497
SASKATCHEWAN LTD., CATALYST TECHNOLOGIES LTD.,
GENESIS GRAIN & FERTILIZER GP INC., GENESIS OPERATING
GP INC., 101187148 SASKATCHEWAN LTD., AND FNA
AGRACITY HOLDINGS LTD.

CONSENT TO ACT AS MONITOR

Ernst & Young Inc., ("**EY**"), a licensed insolvency trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, hereby consents to act as Court-appointed Monitor of the Applicants in respect of the within proceedings pursuant to section 11.7 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

DATED at the City of Calgary, in the Province of Alberta, this 25th day of November, 2025.

ERNST & YOUNG INC.

By:



Name: Peter Chisholm
Title: Senior Vice President

Exhibit "**23**" to the Affidavit of Jason Mann
sworn before me via electronic means at
Regina in the Province of Saskatchewan, this
25th day of November, 2025

A handwritten signature in black ink that reads "Daniel Cherian". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

A COMMISSIONER OF OATHS for
Saskatchewan
Being a Solicitor

INTERIM FINANCING TERM SHEET

November 25, 2025

WHEREAS on November 27, 2025, the Loan Parties (as defined below) intend to seek protection under the *Companies' Creditors Arrangement Act* (Canada) (the “**CCAA**” and the proceedings, the “**CCAA Proceedings**”) to restructure their debts and affairs pursuant to an initial order (as amended and restated from time to time, together the “**Initial Order**”) of the Court of King's Bench of Saskatchewan (the “**Court**”);

AND WHEREAS the Loan Parties have requested that the Interim Lender (as defined below) provide financing to fund certain cash requirements of the Loan Parties during the pendency of the CCAA Proceedings;

AND WHEREAS the Interim Lender is willing to provide the Interim Facility herein to the Loan Parties in accordance with the terms and conditions set out in this Term Sheet

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **BORROWERS**
Agracity Crop & Nutrition Ltd., MPower Logistics Ltd., NewAgeco Inc., Carbonterra Ltd., Agronomax Farm Management Solutions Inc., 14492676 Canada Inc., Viking Crop Protection Partners Inc., 101114752 Saskatchewan Ltd., 101072497 Saskatchewan Ltd., Catalyst Technologies Ltd., Genesis Grain & Fertilizer GP Inc., Genesis Operating GP Inc., 101187148 Saskatchewan Ltd., FNA Agracity Holdings Ltd., Genesis Grain & Fertilizer LP by its general partner Genesis Grain & Fertilizer GP Inc (the “**Genesis Grain & Fertilizer LP**”), and Genesis G&F Operating LP by its general partner Genesis Operating GP Inc. (“**Genesis G&F Operating LP**” together with the Genesis Grain & Fertilizer LP, the “**Stay Parties**” and together with all of the foregoing, the “**Loan Parties**”).
2. **LENDER**
2011329 Alberta Ltd. (the “**Interim Lender**”).
3. **DEFINED TERMS**
Capitalized terms used in this Interim Financing Term Sheet (including in the recitals above) (referred to herein as this “**Term Sheet**”) and not otherwise defined herein shall have the meanings given thereto in **Schedule A**.
4. **CURRENCY**
Except as otherwise expressly provided herein, all dollar amounts listed in this Term Sheet are in Canadian Dollars. All payments made hereunder shall be made in the currency in respect of which the obligation requiring such payment arose.
5. **PURPOSE**
The Loan Parties shall use the proceeds of the Interim Facility solely for the following purposes and in the following order, in each case during and for the purposes of the Loan Parties' pursuit of a restructuring under its CCAA Proceedings:
 - (a) to fund professional fees of the Monitor and the legal fees of counsel to the Interim Lender, the Loan Parties and the Monitor. It is agreed to and acknowledged by the Loan Parties and the Interim Lender that those fees and expenses incurred by the foregoing parties to the date hereof relating

to the CCAA Proceedings, as provided for in the Agreed Budget as of the date hereof, are reasonable and can be funded from the Interim Facility;

- (b) to fund the payment of interest and other amounts payable under the Interim Facility in accordance with the terms hereof;
- (c) to finance (i) agreed operating expenses, restructuring costs in the CCAA Proceedings, and (ii) agreed general corporate purposes of the Loan Parties, in each case as set out in the Loan Parties' 13-week cash flow forecast prepared in the CCAA Proceedings and approved by the Interim Lender; and
- (d) to fund such other costs and expenses as agreed to by the Interim Lender from time to time in writing.

For greater certainty, the Loan Parties may not use the proceeds of the Interim Facility to pay any pre-filing obligations of the Loan Parties without the prior written consent of the Interim Lender; it being agreed by the Interim Lender that such consent is not required for the Loan Parties to pay: (i) reasonable fees and disbursements for the pre-filing period incurred in contemplation of the CCAA Proceedings owing to counsel to the Loan Parties, the Monitor and counsel to the Monitor in accordance with Section 5(a); (ii) taxes, accrued payroll and other ordinary course liabilities, provided that such amounts are included in the Agreed Budget, or (iii) any other amounts owing by the Loan Parties to the extent specifically identified in the Agreed Budget.

MAXIMUM AMOUNT

A super-priority, debtor-in-possession interim credit facility (the "**Interim Facility**") up to a maximum principal amount of \$4,200,000.00 (the "**Maximum Amount**"), subject to the terms and conditions contained herein.

6. INTEREST RATE

The Interim Advances shall bear interest at a rate equal to 20% per annum. Such interest shall be calculated daily on the daily closing principal balance owing hereunder in respect of the Interim Facility, and shall be payable on maturity for each Interim Advance for the period from and including the date upon which the Interim Lender advances such Interim Advance to the Loan Parties to and including the day such Interim Advance is repaid or paid, as the case may be, to the Interim Lender, and shall be calculated on the principal amount of each Interim Advance outstanding during such period. All interest shall be computed on the basis of a 360-day year of twelve 30-day months, provided that, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis for such determination.

7. INTERIM FACILITY

Advances under the Interim Facility (collectively the "**Interim Advances**" and individually an "**Interim Advance**") shall be deposited into the Loan Parties' Deposit Account and utilized by the Loan Parties solely in accordance with the Agreed Budget and the terms hereof.

**8. CONDITIONS
PRECEDENT TO
EFFECTIVENESS AND
INTERIM ADVANCES**

- (a) The effectiveness of this Term Sheet and the agreement of the Interim Lender to make advances of the Interim Facility shall be subject to the satisfaction of the following conditions precedent, as determined by the Interim Lender in its sole discretion:
 - (i) the Court shall have issued an order in the CCAA Proceedings (the “**Interim Financing Order**”), satisfactory to the Interim Lender on notice to such parties as are acceptable to the Interim Lender, which shall: (i) approve this Term Sheet and the Interim Facility; (ii) grant the Interim Lender a first ranking charge (the “**Interim Lender Charge**”) over all of the assets, undertaking and property of each of the Loan Parties, which for certainty, includes, without limitation, all the assets, undertaking and property of the Stay Parties and the Real Property (collectively, the “**Property**”), securing all obligations owing by the Loan Parties to the Interim Lender under this Term Sheet (collectively, the “**Interim Financing Obligations**”), which shall have super-priority over all Liens and encumbrances, whether registered or not, other than the Permitted Priority Liens; and (iii) treat the Interim Lender as an unaffected creditor in the CCAA Proceedings;
 - (ii) the Interim Lender shall have received and approved the Agreed Budget; and
 - (iii) the Loan Parties shall have paid, and the Interim Lender shall have received, a commitment fee in the amount of \$200,000.00. This commitment fee shall be paid to the Interim Lender from the Interim Facility on the first advance.
- (b) The making of each Interim Advance by the Interim Lender shall be further subject to the satisfaction of the following conditions precedent (collectively, the “**Funding Conditions**”) as determined by the Interim Lender:
 - (i) the Interim Financing Order shall not have been stayed, vacated or otherwise caused to be ineffective or materially amended, restated or modified, without the consent of the Interim Lender;
 - (ii) all Interim Financing Fees and Expenses for which invoices have been provided to the Loan Parties shall have been paid, or arrangements satisfactory to the Interim Lender shall have been made to pay such amounts;
 - (iii) the Loan Parties shall be in compliance with all orders issued in the CCAA Proceedings;
 - (iv) the Loan Parties shall have paid all statutory liens, trust and other priming government claims including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and

- payable or which are in dispute in which case appropriate reserves have been made;
- (v) all of the representations and warranties of the Loan Parties as set forth herein shall be true and accurate in all material respects.
- (vi) no Default or Event of Default shall have occurred or, if applicable, shall be continuing or occur as a result of the requested Interim Advance;
- (vii) no Material Adverse Change shall have occurred after the date hereof;
- (viii) there shall be no Liens ranking in priority to the Interim Lender Charge other than the Permitted Priority Liens;
- (ix) the Interim Lender shall have received a written request for an Interim Advance from the Loan Parties, substantially in the form attached hereto as **Schedule B**, which shall be executed by a director or officer of the Loan Parties, and shall certify, among other things, that (i) the requested Interim Advance is within the Maximum Amount and is consistent with the Agreed Budget, (ii) has been approved by the Monitor and (iii) the Loan Parties are in compliance with this Term Sheet and all Court Orders; and
- (x) the requested Interim Advance shall not cause the aggregate amount of all outstanding Interim Advances to exceed the Maximum Amount or be greater than the amount shown on the Agreed Budget as at the date of such Interim Advance.

For greater certainty, the Interim Lender shall not be obligated to make any Interim Advance or otherwise make available funds pursuant to this Term Sheet unless and until all the foregoing applicable conditions have been satisfied and all the foregoing applicable documentation and confirmations have been obtained (for certainty, each of the same, as applicable, as a condition precedent to each Interim Advance), each in form and content satisfactory to the Interim Lender in its sole discretion (unless specified otherwise), unless otherwise waived in writing by the Interim Lender.

9. COSTS AND EXPENSES

The Loan Parties shall pay all of the reasonable legal fees (on a solicitor-client, full indemnity basis), out-of-pocket disbursements and any reasonable costs of the Interim Lender in connection with or otherwise related to the Interim Facility, the Interim Lender Charge, or the CCAA Proceedings, and for certainty, including without limitation the preparation and negotiation of this Term Sheet and Court filings in connection with the CCAA Proceedings, any amendments thereto or analysis thereof or the assessment or enforcement of any rights and/or remedies of the Interim Lender thereunder or in connection with in connection with the CCAA Proceedings (collectively, the “**Interim Financing Fees and Expenses**”).

- 10. INTERIM LENDER CHARGE** All Interim Financing Obligations of the Loan Parties, including without limitation, the Interim Financing Fees and Expenses, shall be secured by the Interim Lender Charge which shall be granted by the Court on terms and conditions satisfactory to the Interim Lender in its sole discretion. The Loan Parties shall not permit any Liens to charge or affect any of the Collateral, except for the Permitted Priority Liens.
- 11. MONITOR** The Monitor in the CCAA Proceedings is Ernst & Young Inc. or such other party as approved by the Interim Lender, acting reasonably. The Monitor shall be authorized to have direct discussions with the Interim Lender, and the Interim Lender shall be entitled to receive all information from the Monitor as may be requested by the Interim Lender from time to time.
- 12. TERM AND MATURITY** (a) All of the Interim Financing Obligations are required to be paid in full, and the Loan Parties shall repay all of the Interim Financing Obligations in full, on the earlier of: (i) the occurrence of any Event of Default hereunder which is continuing and has not been cured; (ii) the implementation of a plan of compromise or arrangement within the CCAA Proceedings (a “**Plan**”) which has been approved by the requisite majorities of the Loan Parties’ creditors and by an order entered by the Court; (iii) a sale of the assets and undertakings of some or all of the Loan Parties in the within CCAA Proceedings (a “**Sale**”); and (iv) April 30, 2026, subject to the Interim Lender having the right, in its sole discretion (which may be unreasonably withheld) to extend such date by notice in writing to the Loan Parties (the earliest of such dates being the “**Maturity Date**”).
- (b) The commitment in respect of the Interim Facility shall expire on the Maturity Date and all amounts outstanding under the Interim Facility shall be repaid in full no later than the Maturity Date (unless otherwise extended in writing by the Interim Lender), without the Interim Lender being required to make demand upon the Loan Parties or to give notice that the Interim Facility has expired and the obligations are due and payable. Any order of the Court sanctioning any Plan or a Sale or otherwise shall not discharge or otherwise affect in any way any of the obligations of the Loan Parties to the Interim Lender under the Interim Facility, other than after the permanent and indefeasible payment in cash to the Interim Lender of all obligations under the Interim Facility on or before the date such Plan is implemented or a Sale is completed.
- 13. CASH FLOW VARIANCES AND BUDGETS** (a) The Loan Parties have delivered, with consent of the Monitor, and the Interim Lender has accepted, in its sole discretion, on the date hereof a current weekly line item budget covering a 13 week period following the date of this Term Sheet (together with all updates thereto approved by the Interim Lender in its sole discretion, including the Revised Budget if approved by the Interim Lender, the “**Agreed Budget**”). The Agreed Budget sets forth expected receipts and the expected operating and other expenditures to be made during each calendar week and

in the aggregate for the period of time covered by the Agreed Budget.

- (b) On Wednesday of each week by 4:00 p.m. (Saskatoon time), commencing on the first week after the initial funding (each, a “**Variance Testing Date**”), the Loan Parties shall deliver to the Interim Lender:
 - (i) a report showing actual cash receipts and actual expenditures for each line item in the Agreed Budget covering the previous week and comparing the foregoing amounts with the budgeted cash receipts and budgeted expenditures, respectively, set forth in the Agreed Budget for such line item during such one-week period (the “**Cash Flow Variance Report**”), and
 - (ii) a one-week roll-forward of the Agreed Budget, which shall reflect the Loan Parties’ good faith projections and be in form and detail consistent with the initial Agreed Budget and subject to the approval of the Interim Lender in its sole discretion (if so approved by the Interim Lender, the “**Revised Budget**”).
- (c) The Loan Parties shall ensure that, when measured as of each Variance Testing Date, the following cash flow test (the “**Cash Flow Test**”) for each of the components of the Agreed Budget, Revised Budget and/or Cash Flow Variance Report as the case may be, is met:
 - (i) except as otherwise agreed by the Interim Lender, the Loan Parties’ total expenditures (excluding any fees of the Monitor or its counsel) for the prior four (4) week period shall not have exceeded 110% of the amount of total expenditures for such prior four (4) week period as set forth in the most recent Agreed Budget or Revised Budget, as applicable;
 - (ii) except as otherwise agreed by the Interim Lender, the Loan Parties’ net cash receipts for the prior four (4) week period shall not be less than 90% of the amount of forecasted cash receipts for such prior four (4) week period as set forth in the most recent Agreed Budget or Revised Budget, as applicable; and
 - (iii) the Loan Parties, with the assistance of the Monitor, shall provide detailed bridges (quantitative explanations of the forecast-to-actual variances) for each line-item of the Agreed Budget or Revised Budget, as

applicable, against each Cash Flow Variance Report as well as for any other line item variances outside of the management's direct control, that impact the overall consolidated cash flow results.

Notwithstanding any other provision in this Section 13, the Loan Parties shall not be permitted to incur any extraordinary expenses not otherwise permitted under the Cash Flow Test except with the prior written consent of the Interim Lender, in its sole discretion (which may be unreasonably withheld).

- 14. AVAILABILITY UNDER INTERIM FACILITY**

Provided that the Funding Conditions are satisfied to the satisfaction of the Interim Lender, each Interim Advance after the Initial Advance (as defined below) shall be made separately by the Interim Lender to the Loan Parties, and issued not more frequently than once per calendar week unless otherwise agreed by the Interim Lender, within two (2) Business Days of the delivery by the Loan Parties to the Interim Lender of a written request for an Interim Advance, substantially in the form attached hereto as **Schedule B**. Each Interim Advance shall be in an amount consistent with the Agreed Budget and Revised Budget, as applicable, or such other amount as agreed to by the Interim lender in writing. All proceeds of Interim Advances shall be deposited into the Deposit Account. The Deposit Account shall be subject to the Interim Lender Charge. The initial Interim Advance shall be in an amount not in excess of \$700,000.00 (the "**Initial Advance**").
- 15. EVIDENCE OF INDEBTEDNESS**

The Interim Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Loan Parties to the Interim Lender under the Interim Facility.
- 16. PREPAYMENTS**

The Loan Parties may prepay all, but not less than all, of the Interim Facility at any time during the term hereof; provided that the Loan Parties will pay a prepayment fee on such early repayment equal to 2% of the then outstanding balance of the Interim Facility. For certainty, this shall be in addition to, and not in replacement of, any other right or benefit afforded to the Interim Lender hereunder.

**17. REPRESENTATIONS
AND WARRANTIES**

The Loan Parties jointly and severally represent and warrant to the Interim Lender, which representations and warranties shall be deemed to be repeated at each request for an Interim Advance, and upon which the Interim Lender rely on in entering into this Term Sheet, that:

- (a) Subject to the granting of the Interim Financing Order, the execution and delivery of, and transactions contemplated by, this Term Sheet:
 - (i) are within the powers of the Loan Parties;
 - (ii) have been duly authorized by all necessary corporate and, if required, shareholder approval of the Loan Parties;
 - (iii) have been duly executed and delivered by or on behalf of the Loan Parties;
 - (iv) constitute legal, valid and binding obligations of the Loan Parties; and
 - (v) do not require the consent or approval of, registration or filing with, or any other action by, any Governmental Authority.
- (b) the activities of the Loan Parties have been conducted in compliance with all applicable law, subject to the provisions of the CCAA and any Court Order, unless: (i) otherwise ordered by the Court, or (ii) the sanctions for non-compliance are stayed by a Court Order;
- (c) the Loan Parties have maintained their obligations for payroll, source deductions, goods and services tax and harmonized sales tax, and other taxes, as applicable, and is not in arrears in respect of payment of these obligations;
- (d) the Agreed Budget is reasonable and prepared in good faith;
- (e) no Default or Event of Default has occurred and is continuing;
- (f) the Loan Parties, as applicable, are the sole owners of the Real Property;
- (g) the Loan Parties are not engaged in livestock raising, poultry raising, dairying, tillage of the soil, bee-keeping, fur farming or any other activity undertaken to produce primary agricultural produce and animals (collectively, "**Farming**"); and
- (h) the real property of the Loan Parties is not used for the purposes of Farming

The Loan Parties have made full and complete disclosure in writing to the Interim Lender of all litigation or other proceedings involving the Loan Parties (or any one or more of them) and all claims and/or threatened claims, litigation or proceedings against the Loan Parties (or any one or more of them).

**18. AFFIRMATIVE
COVENANTS**

The Loan Parties jointly and severally covenant and agree to perform and do each of the following until the Interim Financing Obligations

are permanently and indefeasibly repaid in full and the Interim Facility is terminated:

- (a) (i) allow the Interim Lender or its advisors, on reasonable written notice during regular business hours, and at any time after and during the continuance of an Event of Default, to enter on and inspect the Loan Parties' assets and properties; (ii) provide the Interim Lender or its advisors, on reasonable written notice and during normal business hours, full access to the books and records of the Loan Parties; and (iii) cause management of the Loan Parties to fully co-operate with the Interim Lender and the Monitor or their respective agents and advisors, as applicable;
- (b) deliver to the Interim Lender the following reporting packages: (i) documents referred to in Section 13 above, on the dates and times specified in Section 13; (ii) copies of all pleadings, motions, applications, judicial or financial information and other documents to be filed by or on behalf of the Loan Parties (or any one or more of them) with the Court, in each case in a reasonable period of time prior to filing such documents with the Court to the extent practicable in the circumstances; all such court filings by the Loan Parties shall be in form and substance satisfactory to the Interim Lender and their counsel to the extent that any such filings affect or can reasonably be expected to affect the rights and interests of the Interim Lender; (iii) prompt notice of material events, including, without limitation, defaults, new material litigation or changes in status of ongoing material litigation, regulatory and other filings; (iv) other reasonable information requested by the Interim Lender from time to time, (v) prompt notice of any event that could reasonably be expected to result in a Material Adverse Change and (vi) without limiting the foregoing, in a timely manner and prior to effecting or incurring such transaction or expense, the Loan Parties shall deliver to the Monitor and the Interim Lender copies of any financial reporting which shows a material transaction or material expense, or a materially adverse financial position of the Loan Parties, which is not reflected in the Agreed Budget, and shall forthwith provide any reports or commentary received from the Monitor in respect of same;
- (c) use the proceeds of the Interim Facility only for the purposes described in Section 5, and in a manner consistent with the restrictions set out herein;
- (d) comply with the provisions of the Court orders made in the CCAA Proceedings (collectively, the "**Court Orders**" and each a "**Court Order**");
- (e) operate within the Agreed Budget;
- (f) forthwith notify the Interim Lender and the Monitor of the occurrence of any Default or Event of Default;
- (g) comply with all applicable laws except to the extent not required to do so pursuant to the Initial Order or any other Court Order;

- (h) take all actions necessary or available to defend the Court Orders from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Interim Lender, (i) in its sole discretion in respect of any appeal, reversal, modification, amendment stay or vacating relating to the Interim Facility or any other matter that adversely affects the Interim Lender and (ii) acting reasonably in respect of any other appeal, reversal, modification, amendment, stay or vacating;
- (i) promptly upon becoming aware thereof, provide details of the following to the Interim Lender, other than the CCAA Proceedings: any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against the Loan Parties (or any one or more of them), by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result in, individually or in the aggregate, a judgment in excess of \$100,000.00 or the equivalent amount thereof in any other currency; and
- (j) provide to the Interim Lender regular updates regarding the status of the CCAA Proceedings including, without limitation, reports on the progress of any Plan or Restructuring Option and any information which may otherwise be confidential, subject to same being maintained as confidential by the Interim Lender; provided however, in no event shall any information subject to privilege be required to be provided to the Interim Lender.

19. NEGATIVE COVENANTS

The Loan Parties jointly and severally covenant and agree not to do the following, other than with the prior written consent of the Interim Lender:

- (a) transfer, lease, or otherwise dispose of all or any part of its Property, except for Permitted Dispositions;
- (b) make any investments or acquisitions of any kind, direct or indirect, in any business or otherwise other than as expressly provided for, or permitted to be incurred, in the Agreed Budget and the Court Order;
- (c) make any payments or distributions of any kind other than as may be permitted by a Court Order and that does not result in an Event of Default and is provided for in the Agreed Budget;
- (d) create or permit to exist indebtedness, liabilities or obligations (including guarantees thereof or indemnities or other financial assistance in respect thereof) other than (i) any other existing pre-filing debt and disclosed to the Interim Lender in writing, (ii) debt contemplated by this Term Sheet, (iii) post-filing trade payables or other post-filing unsecured obligations incurred in the ordinary course of business in accordance with the Agreed Budget and any Court Order, and (iv) indebtedness, liabilities or obligations expressly

- provided for, or permitted to be incurred, in the Agreed Budget and the Court Orders;
- (e) make or give any additional financial assurances, in the form of bonds, letters of credit, guarantees or otherwise, to any person including without limitation any Governmental Authority;
 - (f) support or not oppose a motion by another Person to provide to any third party a Lien on the Collateral, other than the Permitted Liens;
 - (g) change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity;
 - (h) cease (or threaten to cease) to carry on their business or activities as currently being conducted or modify or alter in any material manner the nature and type of their operations, business or the manner in which such business is conducted;
 - (i) amend, replace or modify the Agreed Budget other than in accordance with the terms of this Term Sheet;
 - (j) apply for, or consent to, any Court Orders or any change or amendment to any Court Order which affects the Interim Lender, without the prior consent of the Interim Lender;
 - (k) enter into any contract or other agreement which involves potential expenditures in excess of \$100,000.00 or the equivalent amount thereof in any other currency without the prior written consent of the Interim Lender, provided that the payment of such amount must be permitted by and will not constitute a default under the Agreed Budget or any Court Order;
 - (l) other than as provided for under the Agreed Budget, distributions between the Loan Parties or otherwise as agreed to by the Interim Lender, make (i) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise); or (ii) a retirement, redemption, purchase or repayment or other acquisition of equity securities or indebtedness (including any payment of principal, interest, fees or any other payments thereon);
 - (m) (i) enter into, renew, amend or modify any transaction or contractual relationship with any Related Party; or (ii) make any payment with respect to, or perform any obligation under, an agreement with a Related Party other than in accordance with the Agreed Budget;
 - (n) enter into, renew, amend, modify or assume any employment, consulting or analogous agreement or arrangement with any director, senior or executive officer or senior management of the Loan Parties or any Related Party, or make any payment to any such Person in respect of any bonus, change of control payment or severance package of any kind whatsoever other than (i) any Court approved key

- employee incentive plan, or (ii) as consented to by the Interim Lender, acting reasonably;
- (o) make any investments or acquisitions of any kind, direct or indirect, in any business or otherwise other than as reflected in the Agreed Budget
 - (p) other than the Monitor, its legal counsel and legal counsel to the Loan Parties, and the Interim Lender engaged as of the date hereof, pay, incur any obligation to pay, or establish any retainer with respect to, the fees, expenses or disbursements of a legal, financial or other advisor of any party, unless such fees, expenses or disbursements, as applicable, are reviewed and approved in advance by the Monitor and the Interim Lender;
 - (q) create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;
 - (r) make any payments or expenditures (including capital expenditures) other than in accordance with the Agreed Budget;
 - (s) seek, obtain or support (i) any Court Order or any amendment to a Court Order except with the prior written consent of the Interim Lender, in their sole discretion in respect of any Court Order or amendment thereto relating to the Interim Facility, or any other matter that adversely affects the Interim Lender and (ii) acting reasonably in respect of any other Court Order or amendment thereto; and
 - (t) amalgamate, consolidate with or merge into or sell all or substantially all of their assets to another entity, or change its corporate or capital structure (including its organizational documents) or enter into any agreement committing to such actions except in connection with a Plan which will result in the repayment in full of all of the Interim Financing Obligations.

20. EVENTS OF DEFAULT

The occurrence of any one or more of the following events without the Interim Lender's written consent shall constitute an event of default (each an "**Event of Default**") under this Term Sheet:

- (a) the issuance of an order of the Court (including any Court Order) or any other court of competent jurisdiction:
 - (i) dismissing the CCAA Proceedings, or lifting the stay in the CCAA Proceedings to permit (A) the enforcement of any Lien against the Loan Parties (or any one or more of them), or a material portion of their respective property, assets or undertaking, or (B) the appointment of a receiver and manager, receiver, interim receiver, trustee, administrator, liquidator or similar official, or substituting the Monitor, or the making of a bankruptcy order against the Loan Parties (or any one or more of them); granting any Lien which is senior to or *pari passu* with the Interim Lender Charge, other than the Permitted Priority Liens; or

- (ii) staying, reversing, vacating or otherwise modifying any Court Order without the prior consent of the Interim Lender (A) in the sole discretion of the Interim Lender in respect of any Court Order or amendment thereto relating to the Interim Facility or any other matter that adversely affects the Interim Lender and (B) acting reasonably in respect of any other amendment;
- (b) the filing of any pleading by the Loan Parties (or any one or more of them) seeking any of the matters set out in (a) above, or failure of the Loan Parties (or any one or more of them) to diligently oppose any Person that brings an application or motion for the relief set out in (a) above;
- (c) failure of the Loan Parties (or any one or more of them) to comply with (i) any of the negative covenants in this Term Sheet, and to the extent such failure or default is capable of being remedied, such failure or default shall continue unremedied for a period of three (3) Business Days or (ii) any of the positive covenants in this Term Sheet, and to the extent such failure or default is capable of being remedied, such failure or default shall continue unremedied for a period of five (5) Business Days;
- (d) any Revised Budget is not delivered to the Interim Lender when due;
- (e) any Revised Budget (A) contemplates or forecasts an adverse change from the then existing Agreed Budget, and such change(s) constitute a Material Adverse Change or (B) contemplates or forecasts a cash flow deficit in excess of \$50,000.00, or the equivalent amount thereof in any other currency (each, an “**Updated Budget Default**”);
- (f) any Cash Flow Variance Report is not delivered to the Interim Lender when due;
- (g) any Cash Flow Variance Report indicates an unpermitted variance in expenditures or cash receipts for any period or any Cash Flow Test is not met at any time (in each case as contemplated in Section 13(c));
- (h) the occurrence of a Material Adverse Change;
- (i) any representation or warranty by any Loan Party in this Term Sheet is incorrect or misleading in any material respect;
- (j) the aggregate amount of the outstanding Interim Advances under the Interim Facility exceeds the Maximum Amount;
- (k) any violation or breach of any Court Order;
- (l) any proceeding, motion or application is commenced or filed by the Loan Parties (or any one or more of them), or if commenced by another party, supported or otherwise consented to by the Loan Parties (or any one or more of them), (i) seeking the invalidation, subordination or other challenging of or is otherwise inconsistent with the terms of the Interim Facility, including without limitation the Interim Lender Charge, this Term Sheet; (ii) challenging the validity,

priority, perfection or enforceability of the Liens created pursuant to the Interim Lender Charge; (iii) unless the Plan, Restructuring Option or a Sale provides for repayment in full of the Interim Financing Obligations, seeking the approval of any Plan, Restructuring Option or a Sale which does not have the prior consent of the Interim Lender; or (iv) could otherwise reasonably be expected to adversely affect the interests of the Interim Lender; the priority of the Liens created pursuant to the Interim Lender Charge is varied without the consent of the Interim Lender any Plan is sanctioned or any Sale is consummated by the Loan Parties that is not consistent with or contravenes any provision of this Term Sheet, in a manner that is materially adverse to the interests of the Interim Lender, as determined by the Interim Lender, or would reasonably be expected to materially adversely affect the interests of the Interim Lender, as determined by the Interim Lender, unless the Interim Lender have consented thereto;

- (m) failure of the Loan Parties to pay any principal amount owing under this Term Sheet when due;
- (n) failure of the Loan Parties to pay (i) interest or any portion thereof owing under this Term Sheet when due and such Default shall remain unremedied for a period of three (3) Business Days or (ii) legal or other advisory fees and expenses of the Interim Lender within fifteen (15) days after receipt by the Loan Parties of an invoice for such fees;
- (o) the Loan Parties (or any one or more of them) commences an action or takes any other proceeding to obtain any form of relief against the Interim Lender;
- (p) the expiry without further extension of the stay of proceedings provided for in the Initial Order;
- (q) the Loan Parties (or any one or more of them) ceases (or threatens to cease) to carry on business in the ordinary course, except where such cessation occurs in connection with a Plan or a Sale which otherwise satisfies the terms and conditions contained herein; or
- (r) the denial or repudiation by the Loan Parties of the legality, validity, binding nature or enforceability of this Term Sheet.

21. REMEDIES

Upon the occurrence of an Event of Default that is continuing, and subject to the Court Orders, the Interim Lender may, in its sole and absolute discretion, elect to terminate their respective commitments to make Interim Advances to the Loan Parties hereunder and declare all Interim Financing Obligations in respect of this Term Sheet to be immediately due and payable and cease making any further Interim Advances.

In addition, upon the occurrence of an Event of Default that is continuing, the Interim Lender may, in its sole discretion, on not less than three (3) days' written notice to the Loan Parties and the Monitor, and subject to any Court Order:

- (a) apply to a court to further enhance any powers of the Monitor, seek the appointment of a receiver, an interim

receiver or a receiver and manager over the Collateral, or to seek the appointment of a trustee in bankruptcy of any Loan Party;

- (b) set-off or combine any amounts then owing by the Interim Lender to the Loan Parties against the obligations of the Loan Parties to the Interim Lender hereunder;
- (c) apply to the Court for an order or orders, on terms satisfactory to the Monitor and the Interim Lender, providing the Monitor with the power, in the name of and on behalf of the Loan Parties, to take all necessary steps in the CCAA Proceedings;
- (d) subject to obtaining prior approval from the Court, exercise the powers and rights of a secured party under *The Personal Property Security Act* (Saskatchewan), *The Land Titles Act* (Saskatchewan) or any other applicable law relating to the enforcement of Liens by secured creditors against any types of property and for certainty including the Collateral; and
- (e) subject to obtaining prior approval from the Court, exercise all such other rights and remedies under the CCAA Proceedings, the Court Orders and applicable law.

The rights and remedies of the Interim Lender under this Term Sheet are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, including under the CCAA.

**22. AMENDMENTS,
WAIVERS, ETC.**

No amendment or waiver of any provisions of this Term Sheet or consent to any departure by the Loan Parties from any provision thereof is effective unless it is in writing and signed by the Interim Lender (and in the case of amendments, the Loan Parties). Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

**23. COUNTERPARTS AND
FACSIMILE
SIGNATURES**

This Term Sheet may be executed in any number of counterparts, each of which when taken together shall constitute one and the same instrument. Any counterpart of this Term Sheet can be executed and delivered by any manner of direct electronic transmission including without limitation "pdf email" or "DocuSign", each of which shall be deemed to be an original hereof.

**24. FURTHER
ASSURANCES**

Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby and thereby.

**25. TIME IS OF THE
ESSENCE**

Time is of the essence in this Term Sheet and the Interim Facility and all transactions contemplated thereby.

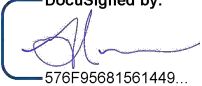
26. ENTIRE AGREEMENT

This Term Sheet constitutes the entire agreement between the parties hereto pertaining to the matters herein and supersedes and replaces any prior understandings or arrangements pertaining to the Interim Facility.

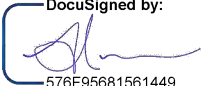
- 27. SEVERABILITY** Each of the provisions contained in this Term Sheet is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.
- 28. GOVERNING LAW** This Term Sheet shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Without prejudice to the ability of the Interim Lender to enforce this Term Sheet in any other proper jurisdiction, each of the Loan Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan.
- 29. NOTICES** Any notice, request, consent, waiver or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or by direct electronic transmission, including email, pdf email or “DocuSign” to such Person at its address set out below its signature on the signature page hereof. Any such notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel. Any such notice shall be deemed to be given and received when received, unless received after 4:00 pm (Saskatoon time) or on a day other than a Business Day, in which case such notice, request, consent, waiver or other communication shall be deemed to be received on the next following Business Day.

IN WITNESS WHEREOF the parties hereto have executed this Term Sheet as of November 25, 2025.

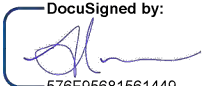
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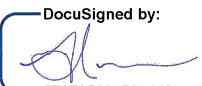
MPOWER LOGISTICS LTD

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NEWAGCO INC.

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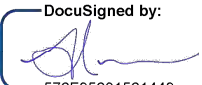
CARBONTERRA LTD.

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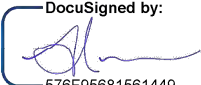
AGRONOMAX FARM MANAGEMENT SOLUTIONS INC

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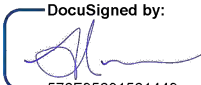
14492676 CANADA INC.

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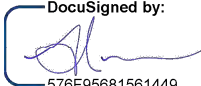
VIKING CROP PROTECTION PARTNERS INC

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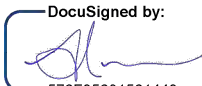
101114752 SASKATCHEWAN LTD.

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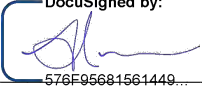
101072497 SASKATCHEWAN LTD.

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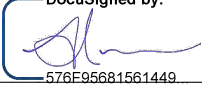
CATALYST TECHNOLOGIES LTD.

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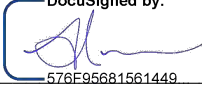
GENESIS GRAIN & FERTILIZER GP INC.

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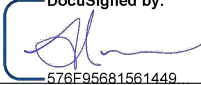
GENESIS OPERATING GP INC.

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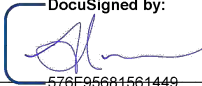
101187148 SASKATCHEWAN LTD

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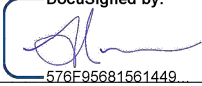
FNA AGRACITY HOLDINGS LTD

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Name: _____
Title: _____

GENESIS GRAIN & FERTILIZER LP by its
general partner **GENESIS GRAIN & FERTILIZER
GP INC**

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Name: _____
Title: _____

GENESIS G&F OPERATING LP by its general
partner **GENESIS OPERATING GP INC.**

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Per: _____
Name: _____
Title: _____

2011329 ALBERTA LTD.

Per: David Bourne
Name: David Bourne
Title: Authorized Signatory

SCHEDULE A DEFINED TERMS

“**Administration Charge**” means the administration charge on the Collateral in an aggregate amount not to exceed \$1,000,000.00;

“**Agreed Budget**” has the meaning given thereto in Section 13(a).

“**Loan Parties**” has the meaning given thereto in Section 1.

“**Business Day**” means a day, excluding Saturday, Sunday and statutory holidays, on which banks are generally open for business in the Province of Saskatchewan or Alberta.

“**Canadian Dollars**” means the lawful currency of Canada.

“**Cash Flow Test**” has the meaning given thereto in Section 13(c).

“**Cash Flow Variance Report**” has the meaning given thereto in Section 13(b)(i).

“**CCAA**” has the meaning given thereto in the recitals.

“**CCAA Proceedings**” has the meaning given thereto in the recitals.

“**Collateral**” means all present and future assets and property of the Loan Parties, real and personal, tangible or intangible, and whether now owned or which are hereafter acquired.

“**Court**” has the meaning given thereto in the recitals.

“**Court Order**” and “**Court Orders**” have the meanings given thereto in Section 18(d).

“**D&O Charge**” means the directors and officers charge on the Collateral in an aggregate amount not to exceed \$250,000.00.

“**Default**” means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

“**Deposit Account**” means the account(s) maintained by the Loan Parties at Bank of Montreal to which payments and transfers under the Term Sheet are to be deposited, which are specified in writing by the Loan Parties to the Interim Lender or such other account or accounts as the Loan Parties may from time to time designate by written notice to the Interim Lender.

“**Event of Default**” has the meaning given thereto in Section 20.

“**Funding Conditions**” has the meaning given thereto in Section 8(b).

“**Governmental Authority**” means any federal, provincial, state, regional, municipal or local government or any department, agency, board, tribunal or authority thereof or other political subdivision thereof and any entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or the operation thereof.

“**Initial Advance**” has the meaning given thereto in Section 14.

“**Initial Order**” has the meaning given thereto in the recitals.

“Interest Payment Date” means the first day of each month in respect of the immediately preceding month; provided that, in any case, on the Maturity Date or, if applicable, any earlier date on which the Interim Facility is fully cancelled or permanently reduced in full, shall be an Interest Payment Date with respect to all Interim Advances then outstanding under the Interim Facility.

“Interim Advance” and **“Interim Advances”** have the meanings given thereto in Section 7.

“Interim Facility” has the meaning given thereto in Section 6.

“Interim Financing Fees and Expenses” has the meaning given thereto in Section 9.

“Interim Financing Obligations” has the meaning given thereto in Section 8(a)(i).

“Interim Financing Order” has the meaning given thereto in Schedule 8(a)(i).

“Interim Lender” has the meaning given thereto in Section 2.

“Interim Lender Charge” has the meaning given thereto in Section 8(a)(i).

“Liens” means all mortgages, charges, pledges, hypothecs, assignments by way of security, conditional sales or other title retention arrangements, liens, encumbrances, security interests or other interests in property, howsoever created or arising, whether fixed or floating, perfected or not, which secure payment or performance of an obligation;

“Material Adverse Change” means any event, circumstance, occurrence or change which, individually or in the aggregate, results, or could reasonably be expected to result, in a material adverse change (and for certainty including a series of adverse effects, none of which is material in and of itself but which, cumulatively, result in a material adverse change) in:

- (a) the ability of the Loan Parties (or any one of them) to timely and fully perform any obligation under this Term Sheet or any Court Order, or the ability of the Loan Parties (or any one of them) to carry out a Plan, Sale or Restructuring Option;
- (b) the validity, priority or enforceability of any of the Interim Lender Charge or the ranking of any of the Liens granted thereby or the material rights or remedies intended or purported to be granted to the Interim Lender under or pursuant to such Interim Lender Charge;
- (c) the rights and remedies of the Interim Lender under this Term Sheet;
- (d) the business, prospects, operations, assets, condition (financial or otherwise) or results of operations of the Loan Parties, or any one of them, including without limitation a material adverse qualification (other than a “going concern” qualification resulting from the CCAA Proceedings);
- (e) the ability of the Loan Parties or any one of them to carry on their business as conducted as of the date of this Term Sheet;
- (f) the Collateral; or
- (g) the discharge, resignation or termination of the Monitor.

“Maturity Date” has the meaning given thereto in Section 12(a).

“Maximum Amount” has the meaning given thereto in Section 5.

“Monitor” has the meaning given thereto in the recitals.

“Permitted Disposition” means assets sold, leased or disposed of during a fiscal year expressly provided for, or permitted to be incurred, in the Agreed Budget and the Court Orders.

“Permitted Liens” means (i) the Interim Lender Charge; (ii) any charges created under the Interim Financing Order or other order of the Court in the CCAA Proceedings subsequent in priority to the Interim Lender Charge, the limit and priority of each of which shall be acceptable to the Interim Lender as confirmed in writing by the Interim Lender and for certainty, including the D&O Charge; (iii) inchoate statutory Liens arising in the ordinary course of business, provided to pay all such amounts are paid as and when due; and (iv) the Permitted Priority Liens.

“Permitted Priority Liens” means: (a) the Administration Charge; and (b) such other Liens as may be agreed to in writing by the Interim Lender. For greater certainty, except as expressly set forth herein, Liens arising from the construction, repair, maintenance and/or improvement of real or personal property, shall not be “Permitted Priority Liens”.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan” has the meaning given thereto in Section 12(a).

“Property” has the meaning given thereto in Section 8(a)(i).

“Related Party” has the meaning given to it in Multilateral Instrument 61-101.

“Restructuring Option” means any transaction involving the refinancing of the Loan Parties, a transaction involving the recapitalization of the Loan Parties, the sale of all or substantially all of the assets of the Loan Parties or any other restructuring of the Loan Parties’ businesses and operations, including any liquidation, bankruptcy or other insolvency proceeding in respect of the Loan Parties.

“Real Property” means the following:

- (a) Humboldt, Saskatchewan: legally described as, Surface Parcel 113850558, Blk/Par G-Plan 71H05151 Ext 0, as described on Certificate of Title 01H00381.
- (b) Saskatoon, Saskatchewan: legally described as Surface Parcel #120278202, Lot 19-Blk/Par 156 Plan C195 Extension 7, as described in Certificate of Title 70S12505
- (c) Saskatoon, Saskatchewan: legally described as Surface Parcel #120278314, Lot 20-Blk/Par 156 Plan C195 Extension 25, as described in Certificate of Title 70S12505
- (d) Pense, Saskatchewan: legally described as Surface Parcel #102697094, NW 22-17-24-2 Extension 1, as described in Certificate of Title 98MJ00780.

“Revised Budget” has the meaning given thereto in Section 13(b)(ii).

“Sale” has the meaning given thereto in Section 12(a).

“Term Sheet” has the meaning given thereto in Section 3.

“Updated Budget Default” has the meaning given thereto in Section 20(e).

“Variance Testing Date” has the meaning given thereto in Section 13(b).

SCHEDULE B
REQUEST FOR ADVANCE
REQUEST FOR ADVANCE

TO: The Interim Lender

AND TO: The Monitor

DATE: _____

Dear Sirs:

The undersigned refers to the interim financing term sheet dated as of November 25, 2025 (the “**Term Sheet**”) made among the Loan Parties and the Interim Lender.

Capitalized terms used in this Request for Advance have the same meanings herein as are ascribed thereto in the Term Sheet.

1. The Loan Parties hereby give you notice pursuant to the Term Sheet that the undersigned requests an Interim Advance under the Interim Facility (the “**Interim Facility Advance**”) in the Term Sheet be deposited into the Deposit Account as follows:
 - (a) Amount of Interim Advance requested: \$ _____
 - (b) Requested funding date: _____
 - (c) Total principal amount currently outstanding (excluding this Interim Facility Advance):
\$ _____
 - (d) Availability remaining under the Interim Facility (excluding this Interim Facility Advance): \$ _____
2. Each of the undersigned, being authorized signatories of the Loan Parties, hereby certifies to you for and on behalf of the Loan Parties (and not in their personal capacity) as follows:
 - (a) all of the representations and warranties contained in the Term Sheet are true and correct in all material respects in each case on and as of the date hereof and will be true and correct as of the date of the requested Interim Facility Advance as though made on and as of such date (unless expressly stated to be made as of a specified date);
 - (b) no Default or Event of Default has occurred and is continuing or shall result from the requested Interim Facility Advance;
 - (c) the Interim Facility Advance shall not cause the aggregate amount of all outstanding Interim Advances to exceed the Maximum Amount or be greater than the amount shown on the Agreed Budget as at the date of such Interim Facility Advance;
 - (d) the Interim Facility Advance is consistent with the Agreed Budget; and
 - (e) the Loan Parties are in compliance with the Term Sheet and the Court Orders.

Each of the undersigned certifies that they are authorized signatories if the Loan Parties, and that as such they are authorized to execute this certificate on behalf of the Loan Parties. The undersigned further certifies, represents and

warrants on behalf of the Loan Parties (and not in their personal capacity) that the Loan Parties are entitled to receive the requested Interim Advance under the terms and conditions of the Term Sheet.

AGRACITY CROP & NUTRITION LTD

MPOWER LOGISTICS LTD

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

NEWAGCO INC.

CARBONTERRA LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

AGRONOMAX FARM MANAGEMENT SOLUTIONS INC

14492676 CANADA INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

VIKING CROP PROTECTION PARTNERS INC

101114752 SASKATCHEWAN LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

101072497 SASKATCHEWAN LTD.

CATALYST TECHNOLOGIES LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

GENESIS GRAIN & FERTILIZER GP INC.

GENESIS OPERATING GP INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

101187148 SASKATCHEWAN LTD

FNA AGRACITY HOLDINGS LTD

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

GENESIS GRAIN & FERTILIZER LP by its
general partner **GENESIS GRAIN & FERTILIZER
GP INC**

GENESIS G&F OPERATING LP by its general
partner **GENESIS OPERATING GP INC.**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SC2- Agracity DIP Term Sheet(43096150.4)

Final Audit Report

2025-11-25

Created:	2025-11-25
By:	Chris Nyberg (cnyberg@mltaikins.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQne2IOmReCuDAeUdHQCIq9YsU-bQQ5In

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