

COURT FILE NUMBER KBG-SA-1435-2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

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

AND

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., 101187148 SASKATCHEWAN LTD., and  
FNA AGRACITY HOLDINGS LTD.

Before the Honourable Justice Smith in Chambers the 1<sup>st</sup> day of December 2025.

**UPON** the without-notice application by the above noted applicants (the "**Applicants**") pursuant to the *Companies Creditors' Arrangement Act*, RSC 1985, c C-36 as amended (the "**CCAA**"), **AND UPON** hearing representations by counsel for the Applicants, **AND UPON** reading (i) the Application Without Notice dated November 25, 2025, (ii) the Affidavit of Jason Mann sworn November 25, 2025 (the "**Mann Affidavit**"), (iii) the Affidavit of Jason Mann sworn November 26, 2025 (the "**Confidential Mann Affidavit**"); and (iv) the draft Initial Order (collectively, the "**Application Materials**"), all filed with proof of service, **AND UPON** being advised that the secured creditors who are likely to be affected by the Administration Charge (as defined below) created herein were given notice:

The Court Orders:

**SERVICE**

1. Service of the Application Materials upon all parties listed on the Service List established in these proceedings (a current copy of which is appended as Schedule "**A**" hereto) shall be and is hereby deemed to be good, timely and sufficient.

## AUTHORIZATIONS

2. No further authorization, approval or other action by and no notice to any other persons is required for the due authorization and commencement by the Applicants of these CCAA Proceedings by any of their directors, officers, shareholders or other stakeholders, except as set out herein or further by order of the Court.

## TERM OF ORDER

3. The comeback hearing of the application in this proceeding shall be held at the Court House situated at Saskatoon on or before December 11, 2025, at a date and time to be scheduled by this Court. All of the relief provided for in the subsequent paragraphs of this Order is granted to the Applicants on an interim basis only, and the relief made in the subsequent paragraphs will expire at 11:59 p.m. Saskatchewan time on December 11, 2025, unless extended by this Court.

## APPLICATION

4. The Applicants are companies to which the CCAA applies.

## PLAN OF ARRANGEMENT

5. The Applicants shall have the authority to file and may, subject to further order of this Court, file with the Court one or more plans of compromise or arrangement (the "**Plan**").

## POSSESSION OF PROPERTY AND OPERATIONS

6. The Applicants shall:
  - (a) remain in possession and control of their current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");
  - (b) subject to further Order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property;
  - (c) be authorized and empowered to continue to retain, employ, and pay the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with

liberty to retain, employ, and pay such further Assistants as they deem reasonably necessary or desirable, all in the ordinary course of business or for the carrying out of the terms of this Order;

(d) be entitled to continue to utilize the central cash management system currently in place as described in the Mann Affidavit and posted on the website referred to in the Protocol (as hereinafter defined) or replace it with another substantially similar central cash management system (the "**Cash Management System**"). Any present or future bank providing the Cash Management System:

(i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System;

(ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System; and

(iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. The Applicants shall be entitled, but not required, to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, contributions to pension plans, vacation pay, bonuses, and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings at their standard rates and charges.

8. Except as otherwise provided to the contrary herein, the Applicants shall be entitled, but not required, to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
  - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers liability insurance), maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Applicants.
9. The Applicants shall, in accordance with legal requirements, remit or pay:
  - (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes; but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
  - (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
  - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. Until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and property taxes and any other amounts payable to a landlord under a lease) or as otherwise may be negotiated by the Applicants from time to time ("**Rent**"), for the period commencing from and including the date of this Order, but shall not pay any Rent in arrears. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of the issuance of this Order shall also be paid.
11. Except as specifically permitted herein, the Applicants are hereby precluded and enjoined, until further Order of this Court, from:
  - (a) making any payments of principal or interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order;
  - (b) granting any security interests, trusts, mortgages (or other real property interests), liens, charges, or encumbrances upon or in respect of any of their Property; and
  - (c) granting credit or incurring liabilities except in the ordinary course of the Business.
12. Notwithstanding anything else in this Order, including but not limited to paragraph 11, the Applicants shall be entitled, but not required, to continue to carry out the Reconciliation Protocol, as defined in the Mann Affidavit, including but not limited to reconciling orders to Reconciliation Creditors, as defined in the Mann Affidavit, provided that any and all such reconciliation shall be made with the approval of the Monitor.

#### **RESTRUCTURING**

13. The Applicants shall, subject to such requirements as are imposed by the CCAA, if any, have the right to:
  - (a) permanently or temporarily cease, downsize or shut down any of their Business or operations and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$500,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person

related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

- (b) sell their assets in the ordinary course of business;
- (c) dispose of (by sale or otherwise) redundant or non-material assets not authorized by paragraph 13(a)-(b) of this Order only with the approval of the Court;
- (d) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (e) pursue all avenues of refinancing of the Business or Property, subject to prior approval of this Court being obtained before any material refinancing is undertaken;

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. The Applicants shall provide each of the relevant landlords with notice of their intention, as applicable, to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the applicable Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the applicable Applicant's claim to the fixtures in dispute.
15. If a notice of disclaimer is delivered pursuant to section 32 of the CCAA, then (i) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor twenty-four (24) hours prior written notice, and (ii) at the

effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDING AGAINST THE APPLICANTS OR THE PROPERTY**

16. Until and including December 11, 2025, or such later date as this Court may order (the **"Stay Period"**), no proceeding or enforcement process in any court or tribunal (each, a **"Proceeding"**) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court and any all Proceedings currently underway against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

17. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being **"Persons"** and each being a **"Person"**) against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:
- (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on;
  - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;

- (d) prevent the registration of a claim for lien; or
- (e) prevent the commencement of a Proceeding to preserve rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such Proceeding except for service of the initiating documentation on the Applicants and that written notice of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH RIGHTS**

18. During the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

19. During the Stay Period, all Persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Applicants for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other services to the Business or the Applicants;

are hereby restrained until further Order of this Court from:

- (c) discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants; and
  - (d) exercising any other remedy under or pursuant to such agreements or arrangements.
20. The Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the applicable Applicants in accordance with the usual payment



practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

21. Nothing in this Order has the effect of prohibiting a Person from requiring immediate payment for goods, services or use of leased or licensed property provided on or after the date of this Order.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

22. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, by paragraph 17 hereof or by further order of this Court, no Proceeding may be commenced or continued against any one or more of the former, current or future directors or officers of the Applicants (collectively, the "**Past and Present Directors**") with respect to any claim against any one or more of the Past and Present Directors which arose before the date hereof in regard to or in respect of:

- (a) claims involving acts or omissions of those individuals in their capacity as directors or officers or in any way related to matters arising from their role or status as directors or officers;
- (b) claims in any way related to any matters arising from the appointment of any one or more of the Past and Present Directors by or on behalf of the Applicants to any corporation, partnership or venture, including their appointment or election by or on behalf of the Applicants to any other board of directors or other governing body or committee;
- (c) derivative rights of the Applicants against any one or more of the Past and Present Directors; or
- (d) claims by former, current or future shareholders of the Applicants or former, current or future directors or officers of the Applicants involving acts or omissions of any one or more of the Past and Present Directors which are alleged to be oppressive, or unfairly prejudicial to, or which are alleged to unfairly disregard the interests of,

former, current or future shareholders of the Applicants or former, current or future directors or officers of the Applicants;

until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

#### APPOINTMENT OF MONITOR

23. Ernst & Young Inc. (the “**Monitor**”) is hereby appointed pursuant to the CCAA, as the Monitor, an officer of this Court, to monitor the Property, the Business and the financial affairs of the Applicants, with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations, including providing the Monitor with access to such books, records, assets and premises of the Applicants as the Monitor requires, and shall otherwise provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
24. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
  - (a) monitor the Applicants' receipts and disbursements, the Business and dealings with the Property;
  - (b) report to this Court at such times and intervals as the Monitor may deem appropriate or as this Court may direct with respect to matters relating to the Property, the Business, and such other matters as may be relevant to these proceedings, and immediately report to this Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;
  - (c) advise the Applicants in the preparation of the Applicants' cash flow statements;
  - (d) advise the Applicants in their development of the Plan and any amendments to the Plan;

- (e) advise the Applicants, to the extent required by the Applicants, with regard to the holding and administering of creditors' and shareholders' meetings for voting on the Plan;
  - (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
  - (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
  - (h) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other person; and
  - (i) perform such other duties as are required by this Order and by this Court from time to time.
25. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
26. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act 1999*, *The Environmental Management and Protection Act, 2010* (Saskatchewan), *The Agricultural Operations Act* (Saskatchewan), *The Dangerous Goods Transportation Act* (Saskatchewan), *The Saskatchewan Employment Act*, *The Emergency Planning Act* (Saskatchewan), *The Water Security Agency Act* (Saskatchewan), and regulations thereunder, (collectively, the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any

duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

27. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor and addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
28. The appointment of the Monitor by this Order shall not constitute the Monitor an employer or a successor employer or payor for any purpose, including (without limitation) pensions or benefits or any legislation governing employment or labour standards or pension benefits or health and safety or any other statute, regulation, rule of law or rule of equity.
29. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of the Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

#### **ADMINISTRATION FEES AND CHARGE**

30. The Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis and in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicants, retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. Any such payment is subject to any final assessments and taxations ordered by this Court.
31. The Monitor and its legal counsel shall pass their accounts from time to time.

32. The Monitor, counsel for the Monitor and the Applicants' counsel shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000, as security for the payment of their reasonable professional fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 37 hereof.
33. In the event that the Applicants determine that they require interim financing to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, the Applicants are hereby authorized to enter into negotiations to obtain and borrow such financing from a proposed interim lender (the "**Interim Lender**") under a credit facility and to execute and deliver such commitment letters, credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively the "**Interim Lender Documents**"), and are hereby granted leave to make application to the Court (on five days notice to holders of registered secured interests on the Property) for an Order authorizing the granting of such arrangements for interim financing to the Applicants on terms and conditions of the Interim Lender Documents or as determined on such application (the "**Interim Financing Application**").
34. Subject to further approval of this Court as may be directed in the order resulting from the hearing of the Interim Financing Application, the Interim Lender shall be entitled to the benefits of a charge (the "**Interim Lender's Charge**") on the Property, which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Interim Lender Documents which charge shall not secure an obligation that exists before this Order is made.

#### **VALIDITY AND PRIORITY OF THE ADMINISTRATION CHARGE**

35. If the Persons sharing in the benefit of the Administration Charge (the "**Chargees**") have claims that, in the aggregate, exceed the maximum authorized amount of that Charge, such Chargees shall share in the benefit of that Charge (as between themselves) on a *pro rata* basis to the maximum aggregate authorized amount of such Charge.
36. The filing, registration or perfection of the Administration Charge shall not be required, and the Administration Charge shall be valid and enforceable for all purposes, including as

against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any failure or delay to file, register, record or perfect the Administration Charge.

37. The Administration Charge shall constitute a charge on the Property and, subject to section 34(11) of the CCAA, such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
38. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrance over any Property that purports to rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicants also obtain the prior written consent of the Monitor, and the Chargees, or further Order of this Court.
39. The Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Administration Charge shall not otherwise be limited or impaired in any way by:
  - (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
  - (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
  - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
  - (d) the provisions of any federal or provincial statutes; or
  - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan document, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
    - (i) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;

- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (iii) the payments made by the Applicants pursuant to this order and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

#### SERVICE AND NOTICE

40. The Monitor shall:

- (a) without delay, publish in The Star Phoenix a notice containing the information prescribed under the CCAA;
- (b) within five (5) days after the date of this Order,
  - (i) make this Order publically available in the manner prescribed under the CCAA;
  - (ii) send, in the prescribed manner, a notice in the form attached as Schedule "B" to this Order (the "Notice") to every known creditor who has a claim against the Applicants of more than \$1,000.00; and
  - (iii) subject to paragraph 41, prepare a list (the "Creditor's List") showing the name, address, telephone, fax and email contact information, if available, of those creditors and the estimated amounts of those claims and make it publically available in the prescribed manner;

all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

- 41. Notwithstanding anything else in this order, the Monitor shall not publish the name, address, telephone, fax and email contact information of the Reconciliation Creditors, subject to further order of this Court
- 42. A Notice shall be deemed to have been received by a creditor on the Creditor's List if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic

transmission, on the next business day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the seventh day after mailing.

43. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "**Protocol**") is approved and adopted for this proceeding. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. Applications in respect of this matter may be made upon three (3) days' notice.
44. A case website (the "**Case Website**") shall be established in accordance with the Protocol with the following URL: <https://www.ey.com/ca/agracity>.
45. The failure of any Person to forward a request for electronic service or a request for facsimile service as provided for and required in the Protocol shall release the Monitor, the Applicants, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Monitor and the Applicants.
46. The Applicants and the Monitor shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicants.

#### **SEALING**

47. Confidential Exhibit "A" to the Mann Affidavit and the Confidential Mann Affidavit is hereby sealed and shall not form part of the public record until further order of the Court.

#### **GENERAL**

48. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.
49. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.



50. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested:
- (a) to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order;
  - (b) to grant representative status to the Monitor in any foreign proceeding; and
  - (c) to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
51. Each of the Applicants and the Monitor shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor is authorized and empowered to act as a representative in respect of these proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
52. Any interested Person (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
53. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.
54. This Order and all of its provisions are effective as of 12:01 a.m. Saskatchewan Time on the date of the issuance of this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 1<sup>st</sup> day of December 2025.

  
DEPUTY LOCAL REGISTRAR

**H. Stoecklein**  
**Deputy Local Registrar**

This Order was delivered by:

**MILLER THOMSON LLP**

Eighth Avenue Place,  
525 – 8<sup>th</sup> Street SW, East 43<sup>rd</sup> Floor  
Calgary, Alberta T2P 1G1

ATTENTION: James W. Reid and Matthew Cressatti,

Tel: (403) 298-2418

Email: [jwreid@millerthomson.com](mailto:jwreid@millerthomson.com) / [mcressatti@millerthomson.com](mailto:mcressatti@millerthomson.com)

TO: The Service List attached hereto as Schedule "A".

**SCHEDULE "A"**  
**SERVICE LIST**

See attached.

COURT FILE NUMBER KBG-SA-1435-2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

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

AND

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., 101187148 SASKATCHEWAN LTD.,  
and FNA AGRACITY HOLDINGS LTD.

SERVICE LIST

DOCUMENT (As of December 1, 2025)

|  |   |
|--|---|
| <p><b>Miller Thomson LLP</b><br/>Suite 600, 2103 – 11th Avenue<br/>Regina, Saskatchewan S4P 3Z8</p> <p><b>Attention: James Reid, Daniel Cherian,<br/>Matthew Cressatti &amp; Dakota Bailey</b></p> <p>Email: <a href="mailto:jwreid@millerthomson.com">jwreid@millerthomson.com</a><br/>Email: <a href="mailto:dcherian@millerthomson.com">dcherian@millerthomson.com</a><br/>Email: <a href="mailto:mcressatti@millerthomson.com">mcressatti@millerthomson.com</a><br/>Email: <a href="mailto:dbailey@millerthomson.com">dbailey@millerthomson.com</a></p> <p><i>Counsel for the Applicants</i></p> | <p><b>Ernst &amp; Young Inc.</b><br/>2200 – 215 2<sup>nd</sup> Street SW<br/>Calgary, AB T2P 1M4</p> <p><b>Attention: Peter Chisholm, Paul Lim &amp;<br/>Josh Heagy</b></p> <p>Email: <a href="mailto:peter.chisholm@parthenon.ey.com">peter.chisholm@parthenon.ey.com</a><br/>Email: <a href="mailto:paul.lim2@parthenon.ey.com">paul.lim2@parthenon.ey.com</a><br/>Email: <a href="mailto:joshua.heagy@parthenon.ey.com">joshua.heagy@parthenon.ey.com</a></p> <p><i>Proposed Monitor of the Applicants</i></p> |
| <p><b>McDougall Gauley LLP</b><br/>616 Main St #500<br/>Saskatoon, SK S7H 0J6</p> <p><b>Attention: Paul Fedoroff &amp; Craig Frith</b></p> <p>Email: <a href="mailto:pfedoroff@mcdougallgauley.com">pfedoroff@mcdougallgauley.com</a><br/>Email: <a href="mailto:cfrith@mcdougallgauley.com">cfrith@mcdougallgauley.com</a></p> <p><i>Counsel to the Proposed Monitor</i></p>  | <p><b>MLT Aikins LLP</b><br/>2100 Livingston Place<br/>222 3rd Ave SW<br/>Calgary, AB T2P 0B4</p> <p><b>Attention: Chris Nyberg, Jeff Lee KC</b><br/>Email: <a href="mailto:cnyberg@mltaikins.com">cnyberg@mltaikins.com</a><br/>Email <a href="mailto:jmlee@mltaikins.com">jmlee@mltaikins.com</a></p> <p><i>Counsel to 2011329 Alberta Ltd., Potential<br/>Interim Finance Lender</i></p>   |
| <p><b>Gowling WLG</b><br/>421 7 Ave SW Suite #1600,<br/>Calgary, AB T2P 4K9</p> <p><b>Attention: Sam Gabor</b><br/>Email: <a href="mailto:sam.gabor@gowlingwlg.com">sam.gabor@gowlingwlg.com</a></p> <p><i>Counsel to Business Development Bank of<br/>Canada</i></p>  |   |
| <b>GOVERNMENT AUTHORITIES</b>  |   |
| <p><b>Attorney General of Canada Department<br/>of Justice – Insolvency Unit</b><br/>Prairie Regional Office - Saskatoon<br/>Department of Justice Canada<br/>Saskatoon Square</p> <p>410 – 22nd Street East, Suite 410<br/>Saskatoon, Saskatchewan S7K 5T6<br/>Telephone: 306-518-0800<br/>Fax: 306-975-4030</p> <p>Email: <a href="mailto:agc_pgc_saskatoon@justice.gc.ca">agc_pgc_saskatoon@justice.gc.ca</a></p>   | <p><b>Canada Revenue Agency</b><br/>Surrey National Verification and Collection<br/>Centre<br/>9755 King George Boulevard<br/>Surrey BC V3T 5E1</p> <p>Fax: 1.833.697.2389</p>  |

|   |   |
|---|---|
| <b>Office of the Superintendent of Bankruptcy Canada</b><br><br>151 Yonge Street, 4th Floor<br>Toronto, ON M5C 2W7<br><br><a href="mailto:osbccaa-laccbsf@ised-isde.gc.ca">osbccaa-laccbsf@ised-isde.gc.ca</a>  | <b>Saskatchewan Ministry of Finance</b><br><br>Revenue Operations Branch<br>Collections and Enforcement<br>PO Box 200<br>Regina, SK, S4P 2Z6, Canada<br><br>Email: <a href="mailto:sask.taxinfo@gov.sk.ca">sask.taxinfo@gov.sk.ca</a>                                   |
| <b>PMRA Cost Recovery</b><br><br>PMRA Receivable / Pest Management<br>Regulatory Agency / Health Canada /<br>Government of Canada<br><br>Email: <a href="mailto:pmra.receivable1-receivable1.arla@hc-sc.gc.ca">pmra.receivable1-receivable1.arla@hc-sc.gc.ca</a>  |   |
| <b>PPR REGISTRANTS</b>  |   |
| <b>Business Development Bank of Canada</b><br>1500 – 1133 Melville Street<br>Vancouver, British Columbia V6E 4E5<br><br><b>AND</b><br>135 – 21 Street East<br>Saskatoon, Saskatchewan S7K 0B4<br><br><b>VIA COUNSEL</b><br><br><i>Creditor of Genesis Grain &amp; Fertilizer GP Inc., Genesis G&amp;F Operating LP, Genesis</i> | <b>Mitsubishi HC Capital Canada, Inc.</b><br>301-3390 South Service Road<br>Burlington, Ontario L7N 3J5<br><br><i>Creditor of Agracity Crop &amp; Nutrition Ltd., Genesis G&amp;F Operating LP, Genesis Operating GP Inc.</i>   |
| <b>Calidon Financial Services Inc.</b><br>10 – 3903 Millar Ave.<br>Saskatoon, Saskatchewan S7P 0C1<br><br><i>Creditor of Agracity Crop &amp; Nutrition Ltd.</i>   | <b>Toyota Industries Commercial Finance Canada, Inc.</b><br>630 – 401 The West Mall<br>Toronto, Ontario M9C 5J5<br><br>Email: <a href="mailto:customerservice@toyotacf.ca">customerservice@toyotacf.ca</a><br><br><i>Creditor of Agracity Crop &amp; Nutrition Ltd.</i> |
| <b>Ford Credit Canada Company</b><br>Box 1800 RPO Lakeshore West<br>Oakville, Ontario L6K 0J8<br><br><i>Creditor of Agracity Crop &amp; Nutrition Ltd.</i>  | <b>Kubota Canada Ltd.</b><br>1155 Kubota Drive<br>Pickering, Ontario L1X 0H4<br><br><i>Creditor of Agracity Crop &amp; Nutrition Ltd.</i>   |



|   |   |
|---|---|
| <b>2584967 Ontario Ltd. o/a Abrams Auto Transport</b><br>308A – 1 Promenade Circle<br>Thornhill, Ontario L4J 4P8<br><i>Creditor of Agracity Crop &amp; Nutrition Ltd.</i> | <b>Bank of Montreal</b><br>5750 Explorer Drive, 3 <sup>rd</sup> Floor<br>Mississauga, Ontario L4W 0A9<br><i>Creditor of MPower Logistics Ltd.</i> |
| <b>101258391 Saskatchewan Ltd.</b><br>4802 – 43 Ave<br>Cold Lake, Alberta T9M 1K6<br><i>Creditor of Agracity Crop &amp; Nutrition Ltd.</i>                                | <b>Ernie's Trailer Service</b><br>3110 Millar Avenue<br>Saskatoon, Saskatchewan S7K 5Y2<br><i>Creditor of MPower Logistics Ltd.</i>               |
| <b>CWB National Leasing Inc.</b><br>1525 Buffalo Place<br>Winnipeg, Manitoba R3T 1L9<br><i>Creditor of Genesis G&amp;F Operating LP</i>                                   | <b>101258391 Saskatchewan Ltd.</b><br>4802 – 43 Ave<br>Cold Lake, Alberta T9M 1K6<br><i>Creditor of NewAgco Inc.</i>                              |
| <b>Hitachi Capital Canada Corp.</b><br>3390 South Service Road, Suite 301<br>Burlington, Ontario L7N 3J5<br><i>Creditor of MPower Logistics Ltd.</i>                      | <b>Frontline Truck &amp; Trailer</b><br>310 Marquis Drive<br>Saskatoon, Saskatchewan S7R 1B5<br><i>Creditor of MPower Logistics Ltd.</i>          |
| <b>Meridian Onecap Credit Corp</b><br>Suite 1500, 4710 Kingsway<br>Burnaby, British Columbia V5H 4M2<br><i>Creditor of MPower Logistics Ltd.</i>                          | <b>RCAP Leasing Inc.</b><br>5575 North Service Road, STE 300<br>Burlington, Ontario L7L 6M1<br><i>Creditor of MPower Logistics Ltd.</i>           |

## ACTIVE LITIGATION PARTIES

|  |   |
|--|---|
| <p><b>Ghani Law Corp.</b><br/>Suite 225 – 1080 Mainland Street<br/>Vancouver, BC V6B 2T4<br/><b>Attention: Usman Ghani</b><br/>Email: <a href="mailto:ug@uglaw.ca">ug@uglaw.ca</a></p> <p><i>Counsel to James Mann in Saskatchewan Court of King's Bench Action no. QBG-SA-00948-2017, QBG-SA-01336-2018, QBG-SA-01262-2019, QBG-SA-01548-2018, QBG-SA-00801-2019, and KBG-SA-00665-2023</i></p> | <p><b>Fasken Martineau Dumoulin LLP</b><br/>800 Victoria Square, Suite 3500<br/>Montreal, QC H3C 0B4<br/><b>Attention: Julie Desrosiers, Joanie Lapalme, Eliane Ellbogen</b><br/>Email: <a href="mailto:jdesrosiers@fasken.com">jdesrosiers@fasken.com</a>,<br/><a href="mailto:ilapalme@fasken.com">ilapalme@fasken.com</a>,<br/><a href="mailto:eellbogen@fasken.com">eellbogen@fasken.com</a></p> <p><i>Counsel to University of Saskatchewan, BASF Agrochemical Products B.V., BASF Canada Inc., and BASF Corporation in Federal Court of Canada Action No. T-91-20</i></p> |
| <p><b>Benesh Bitz &amp; Company</b><br/><b>Attention: John Benesh</b><br/>Email: <a href="mailto:johnb@benesh.com">johnb@benesh.com</a><br/>Email: <a href="mailto:jwitowski@benesh.com">jwitowski@benesh.com</a></p> <p><i>Counsel to Pairie Packaging Inc. in Saskatchewan Court of King's Bench Action No. KBG-SA-1361-2025</i></p>   | <p><b>Thompson Dorfman Sweatman</b><br/>1700-242 Hargrave Street<br/>Winnipeg MB R3C 0V1<br/><b>Attention: Deborah Yeboha</b><br/>Email: <a href="mailto:day@tdslaw.com">day@tdslaw.com</a></p> <p><i>Counsel to Marble Ridge Farm Ltd. Manitoba Court of King's Bench action No. CI 22-01-37360</i></p>  |
| <p><b>Ward Mischuk Thomson LLP</b><br/>#403 - 402 21<sup>st</sup> Street East<br/>Saskatoon, SK S7K 0B2<br/><b>Attention: Patrick A. Thomson</b><br/>Email: <a href="mailto:pthomson@wmtlaw.ca">pthomson@wmtlaw.ca</a></p> <p><i>Counsel to Dmitry Sokolsky and Concierge corporation in Saskatchewan Court of King's Bench action Nos. SA-00890-2022 and SA 00665-2024</i></p>                  | <p><b>Leland Kimpinski LLP</b><br/>336 6<sup>th</sup> Avenue North<br/>Saskatoon, SK S7K 2S5<br/><b>Attention: Joel G. Seaman</b><br/>Email: <a href="mailto:jseaman@lelandlaw.ca">jseaman@lelandlaw.ca</a></p> <p><i>Counsel to Deer Lodge Hotels Ltd. Saskatchewan Court of King's Bench action No SA 916-2022</i></p>  |



|   |   |
|---|---|
| <p><b>Seiferling Law</b><br/>200-306 Ontario Avenue<br/>Saskatoon, SK S7K 2H5</p> <p><b>Attention: Jared M. McRorie/ Nathan Sgrazzutti</b><br/>Email: <a href="mailto:jared@seiferlinglaw.com">jared@seiferlinglaw.com</a>/<br/><a href="mailto:nathan@seiferlinglaw.com">nathan@seiferlinglaw.com</a></p> <p><i>Counsel to Janet Clarke in Saskatchewan Court of King's Bench action No. SA 01774-2019</i></p> | <p><b>McKercher LLP</b><br/>374-3 Avenue South<br/>Saskatoon, SK S7K 1M5</p> <p><b>Attention: Curtis J Onishenko / Taylor L. Wilcox</b><br/>Email: <a href="mailto:c.onishenko@mckercher.ca">c.onishenko@mckercher.ca</a>/<br/><a href="mailto:t.wilcox@mckercher.ca">t.wilcox@mckercher.ca</a></p> <p><i>Counsel to Anhui Huaxing Chemical Industry Co., Ltd. in Saskatchewan Court of King's Bench action No. SA 01152-2023</i></p> |
| <p><b>Stewart McKelvey Lawyers</b><br/>600-1741 Lower Water Street<br/>Halifax, Nova Scotia B3J 0J2</p> <p><b>Attention: Daniela Bassan</b><br/>Email: <a href="mailto:dbassan@stewartmckelvey.com">dbassan@stewartmckelvey.com</a></p> <p><i>Counsel to Bayer Crop Science Data Compensation Neg. in the arbitration matter</i></p>  | <p><b>McKercher LLP</b><br/>500-211 19<sup>th</sup> Street East<br/>Saskatoon, SK S7k 5R6</p> <p><b>Attention: Audrey L. Sembalerus</b><br/>Email: <a href="mailto:a.sembalerus@mckercher.ca">a.sembalerus@mckercher.ca</a></p> <p><i>Counsel to Ardell Seeds Ltd. in Saskatchewan Court of King's Bench action Nos. SA 0713.2025; SA-0715-2025; SA-0716-2025</i></p>   |
| <p><b>Cuelenaere LLP</b><br/>200 Nexus Building<br/>450 – 2<sup>nd</sup> Avenue North<br/>Saskatoon, SK S7K 2C3</p> <p><b>Attention Grant Richards</b><br/>Email: <a href="mailto:grichards@cuelenaere.com">grichards@cuelenaere.com</a></p> <p><i>Counsel to AGA Square Developments Ltd. in Saskatchewan Court of King's Bench action No. SA 00281-2023</i></p>   | <p><b>Anderson &amp; Company</b><br/>51 1<sup>st</sup> Avenue N.W.<br/>Swift Current, SK, S9H 0M5</p> <p><b>Attention: Jean P. Jordaan</b><br/>Email: <a href="mailto:jjordaan@andlaw.ca">jjordaan@andlaw.ca</a></p> <p><i>Counsel to 24-7 Farms Ltd. in Saskatchewan Court of King's Bench action No. SC 00049-2025</i></p>  |
| <p><b>Anderson &amp; Company</b><br/>51 1<sup>st</sup> Avenue N.W.<br/>Swift Current, SK, S9H 0M5</p> <p><b>Attention: Jean P. Jordaan</b><br/>Email: <a href="mailto:jjordaan@andlaw.ca">jjordaan@andlaw.ca</a></p> <p><i>Counsel to 3 Sprouts Grain Ltd. in Saskatchewan Court of King's Bench action No. SC 00063-2025</i></p>   | <p><b>Battle River Law</b><br/>201, 1291 - 102nd St (Box 905)<br/>North Battleford, SK S9A 2Z3</p> <p><b>Attention: Aaron Friedman</b><br/>Email: <a href="mailto:aaron@battleriverlaw.ca">aaron@battleriverlaw.ca</a></p> <p><i>Counsel to AEL Heaver Farms Ltd. in Saskatchewan Court of King's Bench action No. BF 00114-2025</i></p>  |

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|--|--|
| <p><b>Kenneth P. Reh Law Office</b><br/>Suite 700, 1816 Crowchild Trail NW<br/>Calgary, AB T2M 3Y7</p> <p><b>Attention: Kenneth P. Reh</b><br/>Email: <a href="mailto:Ken@reh-law.ca">Ken@reh-law.ca</a></p> <p><i>Counsel to 1194810 Alberta Ltd. in Alberta Court of King's Bench action no. 2514-00272</i></p>                      | <p><b>McDougall Gauley LLP</b><br/>500-616 Main Street<br/>Saskatoon, SK S7H 0J6</p> <p><b>Attention: Tanner Secord</b><br/>Email: <a href="mailto:tsecord@mcdougallgauley.com">tsecord@mcdougallgauley.com</a></p> <p><i>Counsel to Bakers Acres Inc. in Saskatchewan Court of King's Bench action No. SA 00886-2025</i></p>                  |
| <p><b>Kanuka Thuringer LLP</b><br/>1400 - 2500 Victoria Ave<br/>Regina SK S4P 3X2</p> <p><b>Attention: Douglas N. Bolen</b><br/>Email: <a href="mailto:dbolen@kanuka.ca">dbolen@kanuka.ca</a></p> <p><i>Counsel to Triple Farms Ltd. in Saskatchewan Court of King's Bench action No. RG 01338-2025</i></p>                            | <p><b>McKercher LLP</b><br/>800-1801 Hamilton Street<br/>Regina, SK S4P 4B4</p> <p><b>Attention: Anthony D. Thera</b><br/>Email: <a href="mailto:a.thera@mckercher.ca">a.thera@mckercher.ca</a></p> <p><i>Counsel to H &amp; E Acres in Saskatchewan Court of King's Bench action No. RG 01721-2025</i></p>                                    |
| <p><b>McDougall Gauley LLP</b><br/>500-616 Main Street<br/>Saskatoon, SK S7H 0J6</p> <p><b>Attention: Tanner Secord</b><br/>Email: <a href="mailto:tsecord@mcdougallgauley.com">tsecord@mcdougallgauley.com</a></p> <p><i>Counsel to High Country Acres Limited in Saskatchewan Court of King's Bench action No. SA 00887-2025</i></p> | <p><b>McDougall Gauley LLP</b><br/>500-616 Main Street<br/>Saskatoon, SK S7H 0J6</p> <p><b>Attention: Tanner Secord</b><br/>Email: <a href="mailto:tsecord@mcdougallgauley.com">tsecord@mcdougallgauley.com</a></p> <p><i>Counsel to Tee Two Land &amp; Cattle Co. Inc. in Saskatchewan Court of King's Bench action No. SA 00633-2025</i></p> |
| <p><b>OWZW Lawyers LLP</b><br/>1000-2002 Victoria Ave<br/>Regina, SK S4P 0R7</p> <p><b>Attention: Logan Salm</b><br/>Email: <a href="mailto:lsalm@owzw.com">lsalm@owzw.com</a></p> <p><i>Counsel to Ten Canada Ltd. in Saskatchewan Court of King's Bench action No. RG 02168-2025</i></p>   | <p><b>Smart &amp; Biggar</b><br/>40 King Street West, 40<sup>th</sup> Floor<br/>Toronto ON M5H 3Y2</p> <p><b>Attention: Adam Bobker</b><br/>Email: <a href="mailto:abobker@smartbiggar.ca">abobker@smartbiggar.ca</a></p> <p><i>Counsel to UPL NA Inc. in Federal Court of Canada Action No. T-604-19</i></p>                                  |

|  |   |
|--|---|
| <b>Robic LLP</b><br>20 <sup>th</sup> 630 René-Lévesque Boulevard West<br>Floor<br>Montreal (Québec) Canada H3B 1S6<br><br><b>Attention: Fortunat Nadima</b><br>Email: <a href="mailto:nadima@robic.com">nadima@robic.com</a><br><br><i>Counsel to BASF Agricultural Solutions<br/> Seed Us LLC BASF Canada in Federal<br/> Court of Canada Action No. T-449-20</i> | <b>Benesh Bitz &amp; Company</b><br>1630 Quebec Avenue, Saskatoon, SK, S7K<br>1V7<br><br><b>Attention: John Benesh</b><br>Email: <a href="mailto:johnb@benesh.com">johnb@benesh.com</a> |
| <b>Leland Kimpinski LLP</b><br>336 – 6th Avenue N.<br>Saskatoon, SK S7K 2S5<br><br><b>Attention: Trent N. Adamus</b><br>Email: <a href="mailto:tadamus@lelandlaw.ca">tadamus@lelandlaw.ca</a><br><br>Counsel to 101072497 Saskatchewan Ltd.<br>in Action No. KBG-SA-916-2022.  |   |

| INTERESTED PARTIES |  |
|--------------------|--|
|                    | <b>Moneris Solutions Corporation</b><br>3300 Bloor Street West, 17 <sup>th</sup> Fl<br>Toronto, ON, Canada M8X 2X2<br><br><b>Attention: Daniel Trunzo, Michael<br/> Haddad, Chris Brown</b><br><br>Email: <a href="mailto:Daniel.Trunzo@moneris.com">Daniel.Trunzo@moneris.com</a><br>Email: <a href="mailto:Michael.Haddad@moneris.com">Michael.Haddad@moneris.com</a><br>Email: <a href="mailto:Chris.Brown@moneris.com">Chris.Brown@moneris.com</a> |



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|--|--|
| <b>BMO Commercial Banking</b><br><br>1700-201 Portage Ave<br>Winnipeg, Manitoba R3B 3K6<br><br><b>Attention: Devon Kirkwood, Luke Bergen</b><br><br>Email: <a href="mailto:Devon.Kirkwood@bmo.com">Devon.Kirkwood@bmo.com</a><br>Email: <a href="mailto:luke.bergen@bmo.com">luke.bergen@bmo.com</a> | <b>McDougall Gauley LLP</b><br>500 – 616 Main Street,<br>Saskatoon, Saskatchewan S7H 0J6<br><br><b>Attention: William J. Shaw K.C.</b><br><br>Email: <a href="mailto:bshaw@mcdougallgauley.com">bshaw@mcdougallgauley.com</a><br>Email: <a href="mailto:mschmidt@mcdougallgauley.com">mschmidt@mcdougallgauley.com</a><br><br>Counsel to 101196566 Saskatchewan Ltd.<br>(Landlord of 302 Melville Street, Saskatoon) |
|--|--|

### **Email**

[jwreid@millerthomson.com](mailto:jwreid@millerthomson.com); [dcherian@millerthomson.com](mailto:dcherian@millerthomson.com); [mcressatti@millerthomson.com](mailto:mcressatti@millerthomson.com);  
[dbailey@millerthomson.com](mailto:dbailey@millerthomson.com); [pfedoroff@mcdougallgauley.com](mailto:pfedoroff@mcdougallgauley.com);  
[paul.lim2@parthenon.ey.com](mailto:paul.lim2@parthenon.ey.com); [ug@uglaw.ca](mailto:ug@uglaw.ca); [peter.chisholm@parthenon.ey.com](mailto:peter.chisholm@parthenon.ey.com);  
[sam.gabor@gowlingwlq.com](mailto:sam.gabor@gowlingwlq.com); [agc\\_pgc\\_saskatoon@justice.gc.ca](mailto:agc_pgc_saskatoon@justice.gc.ca); [osbcaa-laccbsf@ised-isde.gc.ca](mailto:osbcaa-laccbsf@ised-isde.gc.ca); [customerservice@toyotacf.ca](mailto:customerservice@toyotacf.ca); [idesrosiers@fasken.com](mailto:idesrosiers@fasken.com); [day@tdslaw.com](mailto:day@tdslaw.com);  
[joshua.heagy@parthenon.ey.com](mailto:joshua.heagy@parthenon.ey.com); [ilapalme@fasken.com](mailto:ilapalme@fasken.com); [eellbogen@fasken.com](mailto:eellbogen@fasken.com);  
[nathan@seiferlinglaw.com](mailto:nathan@seiferlinglaw.com); [pthomson@wmtlaw.ca](mailto:pthomson@wmtlaw.ca); [jseaman@lelandlaw.ca](mailto:jseaman@lelandlaw.ca);  
[jared@seiferlinglaw.com](mailto:jared@seiferlinglaw.com); [c.onishenko@mckercher.ca](mailto:c.onishenko@mckercher.ca); [a.sembalerus@mckercher.ca](mailto:a.sembalerus@mckercher.ca);  
[t.wilcox@mckercher.ca](mailto:t.wilcox@mckercher.ca); [dbassan@stewartmckelvey.com](mailto:dbassan@stewartmckelvey.com); [grichards@cuelenaere.com](mailto:grichards@cuelenaere.com);  
[jjordaan@andlaw.ca](mailto:jjordaan@andlaw.ca); [aaron@battleriverlaw.ca](mailto:aaron@battleriverlaw.ca); [tsecord@mcdougallgauley.com](mailto:tsecord@mcdougallgauley.com);  
[dbolen@kanuka.ca](mailto:dbolen@kanuka.ca); [a.thera@mckercher.ca](mailto:a.thera@mckercher.ca); [Lsalm@owzw.com](mailto:Lsalm@owzw.com) ; [abobker@smartbiggar.ca](mailto:abobker@smartbiggar.ca);  
[nadima@robic.com](mailto:nadima@robic.com); [bgoldstein@mcdougallgauley.com](mailto:bgoldstein@mcdougallgauley.com); [Ken@reh-law.ca](mailto:Ken@reh-law.ca);  
[sask.taxinfo@gov.sk.ca](mailto:sask.taxinfo@gov.sk.ca); [cfrith@mcdougallgauley.com](mailto:cfrith@mcdougallgauley.com); [bshaw@mcdougallgauley.com](mailto:bshaw@mcdougallgauley.com);  
[mschmidt@mcdougallgauley.com](mailto:mschmidt@mcdougallgauley.com); [tadamus@lelandlaw.ca](mailto:tadamus@lelandlaw.ca); [pmra.receivable1-receivable1.arla@hc-sc.gc.ca](mailto:pmra.receivable1-receivable1.arla@hc-sc.gc.ca); [Bob.Fink@ufa.com](mailto:Bob.Fink@ufa.com); [Daniel.Trunzo@moneris.com](mailto:Daniel.Trunzo@moneris.com);  
[Michael.Haddad@moneris.com](mailto:Michael.Haddad@moneris.com); [Chris.Brown@moneris.com](mailto:Chris.Brown@moneris.com); [Devon.Kirkwood@bmo.com](mailto:Devon.Kirkwood@bmo.com);  
[luke.bergen@bmo.com](mailto:luke.bergen@bmo.com); [cnyberg@mltaikins.com](mailto:cnyberg@mltaikins.com); [jmlee@mltaikins.com](mailto:jmlee@mltaikins.com);  
[johnb@benesh.com](mailto:johnb@benesh.com); [jwitowski@benesh.com](mailto:jwitowski@benesh.com);

**Registered Mail:**

|  |   |
|--|---|
| <b>Calidon Financial Services Inc.</b><br>10 – 3903 Millar Ave.<br>Saskatoon, Saskatchewan S7P 0C1                         | <b>Mitsubishi HC Capital Canada, Inc.</b><br>301-3390 South Service Road<br>Burlington, Ontario L7N 3J5   |
| <b>Ford Credit Canada Company</b><br>Box 1800 RPO Lakeshore West<br>Oakville, Ontario L6K 0J8                              | <b>Cuelenaere Kendall Katzman &amp; Watson LLP</b><br>500-128 4 <sup>th</sup> Avenue South<br>Saskatoon, SK S7K 1M8<br><br><b>Attention: Jay Watson</b> |
| <b>2584967 Ontario Ltd. o/a Abrams Auto Transport</b><br>308A – 1 Promenade Circle<br>Thornhill, Ontario L4J 4P8           | <b>Kubota Canada Ltd.</b><br>1155 Kubota Drive<br>Pickering, Ontario L1X 0H4  |
| <b>101258391 Saskatchewan Ltd.</b><br>4802 – 43 Ave<br>Cold Lake, Alberta T9M 1K6  | <b>Bank of Montreal</b><br>5750 Explorer Drive, 3 <sup>rd</sup> Floor<br>Mississauga, Ontario L4W 0A9   |
| <b>Syngenta Crop Protection LLC</b><br>c/o McKercher LLP<br>374 – 3 <sup>rd</sup> Ave S<br>Saskatoon, Saskatchewan S7K 1M5 | <b>101258391 Saskatchewan Ltd.</b><br>4802 – 43 Ave<br>Cold Lake, Alberta T9M 1K6   |
| <b>Ernie's Trailer Service</b><br>3110 Millar Avenue<br>Saskatoon, Saskatchewan S7K 5Y2                                    | <b>Kenneth P. Reh Law Office</b><br>Suite 700, 1816 Crowchild Trail NW<br>Calgary, AB T2M 3Y7   |
| <b>CWB National Leasing Inc.</b><br>1525 Buffalo Place<br>Winnipeg, Manitoba R3T 1L9                                       | <b>Frontline Truck &amp; Trailer</b><br>310 Marquis Drive<br>Saskatoon, Saskatchewan S7R 1B5  |
| <b>Hitachi Capital Canada Corp.</b><br>3390 South Service Road, Suite 301<br>Burlington, Ontario L7N 3J5                   | <b>RCAP Leasing Inc.</b><br>5575 North Service Road, STE 300<br>Burlington, Ontario L7L 6M1   |
| <b>Meridian Onecap Credit Corp</b><br>Suite 1500, 4710 Kingsway<br>Burnaby, British Columbia V5H 4M2                       | <b>Ghani Law Corp.</b><br>Suite 225 – 1080 Mainland Street<br>Vancouver, BC V6B 2T4   |
| <b>Fasken Martineau Dumoulin LLP</b><br>800 Victoria Square, Suite 3500<br>Montreal, QC H3C 0B4                            | <b>JSS Barristers</b><br>800, 304 – 8 Avenue SW<br>Calgary, AB T2P 1C2  |
| <b>Thompson Dorfman Sweatman</b><br>1700-242 Hargrave Street<br>Winnipeg MB R3C 0V1  | <b>Ward Mischuk Thomson LLP</b><br>#403 - 402 21 <sup>st</sup> Street East<br>Saskatoon, SK S7K 0B2   |
| <b>Leland Kimpinski LLP</b><br>336 6 <sup>th</sup> Avenue North<br>Saskatoon, SK S7K 2S5                                   | <b>Seiferling Law</b><br>200-306 Ontario Avenue<br>Saskatoon, SK S7K 2H5  |

|  |   |
|--|---|
| <b>McKercher LLP</b><br>374-3 Avenue South<br>Saskatoon, SK S7K 1M5  | <b>Stewart McKelvey Lawyers</b><br>600-1741 Lower Water Street<br>Halifax, Nova Scotia B3J 0J2  |
| <b>Anderson &amp; Company</b><br>51 1 <sup>st</sup> Avenue N.W.<br>Swift Current, SK, S9H 0M5  | <b>Battle River Law</b><br>201, 1291 - 102nd St (Box 905)<br>North Battleford, SK S9A 2Z3   |
| <b>McDougall Gauley LLP</b><br>500-616 Main Street<br>Saskatoon, SK S7H 0J6  | <b>Kanuka Thuringer LLP</b><br>1400 - 2500 Victoria Ave<br>Regina SK S4P 3X2  |
| <b>OWZW Lawyers LLP</b><br>1000-2002 Victoria Ave<br>Regina, SK S4P 0R7  | <b>Smart &amp; Bigger</b><br>40 King Street West, 40 <sup>th</sup> Floor<br>Toronto ON M5H 3Y2  |
| <b>Robic LLP</b><br>20 <sup>th</sup> 630 René-Lévesque Boulevard<br>West Floor<br>Montreal (Québec) Canada H3B 1S6                               | <b>Canada Revenue Agency</b><br>Surrey National Verification and Collection<br>Centre<br>9755 King George Boulevard<br>Surrey BC V3T 5E1<br>Fax: 1.833.697.2389 |
| <b>Saskatchewan Ministry of Finance</b><br>Revenue Operations Branch<br>Collections and Enforcement<br>PO Box 200<br>Regina, SK, S4P 2Z6, Canada |   |

**SCHEDULE "B"**  
**NOTICE**

[Date]

**TO:** [NAME AND ADDRESS OF CREDITOR OR INTERESTED PARTY]

**RE:** IN THE MATTER OF AN ORDER UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (THE "**CCAA**") OBTAINED BY 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., 101187148 SASKATCHEWAN LTD., and FNA AGRACITY HOLDINGS LTD.

(THE "**APPLICANTS**")

The Applicants have obtained an Order of the Court of King's Bench for Saskatchewan under the CCAA (the "**Order**"). A copy of the Order is posted on the Case Website at <https://www.ey.com/ca/agracity>.

You are being given notice of the Order as you are a creditor of all or some of the Applicants, or the Order may affect your rights.

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Monitor's reports by accessing the Case Website.

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "**C**" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

**The Applicants**

c/o Miller Thomson LLP  
Eighth Avenue Place, 525 – 8<sup>th</sup> Street SW  
East 43<sup>rd</sup> Floor, Calgary, Alberta, T2P 1G1

Attention: James W. Reid and Matthew Cressatti.

Email: [jwreid@millerthomson.com](mailto:jwreid@millerthomson.com) / [mcressatti@millerthomson.com](mailto:mcressatti@millerthomson.com)

**Ernst & Young Inc.**

Calgary City Centre, 2200 - 215 2nd Street SW,  
Calgary, Alberta T2P 1M4, Canada

Attention: Peter Chisholm

Email: [Peter.Chisholm@parthenon.ey.com](mailto:Peter.Chisholm@parthenon.ey.com)

If you do not properly complete a Demand for Notice and forward the Demand for Notice by email to each of the above-referenced persons indicating that you require to be served with court documents in these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

Yours truly,



**SCHEDULE "C"**  
**ELECTRONIC CASE INFORMATION AND SERVICE PROTOCOL**

See attached.

**SCHEDULE "C"**  
**ELECTRONIC CASE INFORMATION AND SERVICE PROTOCOL**  
**EFFECTIVE AS OF DECEMBER 6, 2017**

**APPLICATION**

This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

**DEFINITIONS**

For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:

**"Case Website"** means the website referenced in paragraph 45 of the Initial Order;

**"Court"** means the Court of King's Bench for Saskatchewan, sitting in bankruptcy if applicable;

**"Court Document"** means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:

originating applications;

notices of application;

affidavits;

reports of a Court Officer;

briefs of law;

books of authorities;

draft orders;

fiats; and

issued orders;

**"Court Officer"** means the receiver, monitor or proposed trustee appointed by or reporting to the Court in this proceeding;

**"Creditor List"** means the list of creditors to be compiled in accordance with the terms of the Initial Order;

**"Email"** means electronic mail transmitted to a specified addressee or addresses;

**"Email Address List"** means the Word Format list provided for in paragraph 23 of this Protocol;

**"Hyperlink"** means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;

**"Initial Order"** means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;

**"PDF Format"** means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;

**"Protocol"** means this Electronic Case Information and Service Protocol;

**"Request for Electronic Service" or "RES"** means a request in the form appended to this Protocol as Appendix 1;

**"Request for Facsimile Service" or "RFS"** means a request in the form appended to this Protocol as Appendix 2;

**"Request for Removal from Service List" or "RFR"** means a request in the form appended to this Protocol as Appendix 3;

**"Service List"** means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;

**"Service List Keeper"** means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;

**"Supplementary Email Address List"** has the meaning given to it in paragraph 26(b) of this Protocol;

**"Supplementary Service List"** has the meaning given to it in paragraph 26(a) of this Protocol;

**"URL"** means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;

**"Web Host"** means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Initial Order and in this Protocol; and

**"Word Format"** means a format compatible with Microsoft Word.

## **CASE WEBSITE**

The Case Website shall be established in accordance with the Initial Order.

The Case Website shall be hosted by the Web Host.

The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of *Court Documents and other related documents as provided for herein.*

The Web Host shall post the following categories of documents, as served or to be served:

originating applications;

notices of application;

affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;

briefs and written arguments filed by any party with respect to an application;

books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);

reports filed by the Court Officer;

orders, fiats, endorsements and judgments;

the current version of the Service List and Email Address List;

the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and

any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.

Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.

The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.

To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.

If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.

Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.

The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.

The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.

The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.

The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

## **SERVICE LIST**

Prior to serving notice of the Initial Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "Service List Keeper").

Following service of the Initial Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:

counsel for the applicant in the proceeding;

the Court Officer appointed in the matter and counsel for the Court Officer; and

counsel for any party who appeared at the application giving rise to the Initial Order.

Thereafter, the Service List Keeper shall add to the Service List in a timely manner:

any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;

any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and

any other person as the Court may order.

The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.

Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:

the person has been placed upon the Service List,

Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and

any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.

Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.

Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.

In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all persons on the Service List (the "Email Address List"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on the Service List into Emails for the purpose of serving Court Documents. This process is designed to avoid service

of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.

The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.

The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.

During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:

the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "Supplementary Service List");

the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "Supplementary Email Address List");

the body of the original service Email shall note that the entire Service List has not been served;

the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and

the affidavit of service with respect to that application shall include the Supplementary Service List.

## **SERVICE OF DOCUMENTS**

Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.

All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.

Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.

Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.

All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:

Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable.

The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing documents immediately upon posting, and provide Hyperlink information for each such document.

Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.

A service Email shall:

clearly state in the subject line of the Email:

notification that a Court Document is being served;

a recognizable short form name of this proceeding; and

the nature of this proceeding or the order being served;

identify the document(s) being served and:

where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;

where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;

identify the party serving the Court Document; and

provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.

Where service by facsimile is authorized:

the transmission shall contain a copy of the service Email and of any document attached thereto;

the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of Queen's Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.

Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.



If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.

Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:

did not come to the person's notice;

came to the person's notice later than when it was served or effectively served; or

was incomplete or illegible.

Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.

Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served as follows:

if the person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such person at their respective addresses as last shown on the Creditor List, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the seventh day after mailing;

if the person is not listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such persons at their respective addresses as last shown on the records of the applicant or the Court Officer or as otherwise publicly available; and

otherwise, by service effected in accordance with *The Court of Queen's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

|  |  |
|--|--|
| <b>COURT OF KING'S BENCH FOR SASKATCHEWAN</b>  |  |
| <b>In Bankruptcy and Insolvency</b>  |  |
| IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED  |  |
| AND  |  |
| 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., 101187148 SASKATCHEWAN LTD., and FNA AGRACITY HOLDINGS LTD. (the "Applicants") |  |
| < <a href="https://www.ey.com/ca/agracity">https://www.ey.com/ca/agracity</a> >  |  |
| <b>Legal Counsel to Person listed below:</b><br><br>(please provide firm name, lawyer's name, address and Email address)<br><br>Please indicate your preference (by checking applicable box below):<br><br><input type="checkbox"/> Serve counsel only<br><input type="checkbox"/> Serve counsel & person listed below   | Law Firm Name: _____<br><br>Lawyer Name: _____<br><br>Address: _____<br><br>Email address: _____ |
| <b>Name of Person requesting Service:</b><br><br>(please provide full legal name, address, Email address and describe legal relationship to the Applicants)  | Name: _____<br><br>Address: _____<br><br>Email address: _____                                    |
| <b>Date:</b> (insert current date)   | Date: _____  |

I acknowledge having read the Saskatchewan Court of King's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

\_\_\_\_\_  
Name and Position of Person Making Request

**PLEASE RETURN SIGNED COPY OF FORM TO:**

Miller Thomson LLP, 525-8<sup>TH</sup> Avenue SW, East 43<sup>rd</sup> Floor, Calgary, Alberta. Attention: James Reid and Matthew Cressatti. [jwreid@millerthomson.com](mailto:jwreid@millerthomson.com) and [mcressatti@millerthomson.com](mailto:mcressatti@millerthomson.com).

**IMPORTANT NOTES**

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at <https://www.ey.com/ca/agracity>.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmsion as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

|  |   |
|--|---|
| <b>COURT OF KING'S BENCH FOR SASKATCHEWAN</b>  |   |
| <b>In Bankruptcy and Insolvency</b>  |   |
| IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED  |   |
| AND  |   |
| 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., 101187148 SASKATCHEWAN LTD., and FNA AGRACITY HOLDINGS LTD. (the "Applicants") |   |
| < <a href="https://www.ey.com/ca/agracity">https://www.ey.com/ca/agracity</a> >  |   |
| <b>Name of Person requesting Service:</b><br><br>(please provide full legal name, address, Email address and describe legal relationship to the Debtor)  | Name: _____<br><br>Address: _____<br>_____<br><br>Facsimile number: _____ |
| <b>Date:</b> (insert current date)   | Date: _____   |

I acknowledge having read the Saskatchewan Court of King's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List.

I hereby certify that I do not have access to Email, and that I require to be given notice of and to be served with documents by way of facsimile transmission.

By so doing, I agree that I accept service by facsimile in this matter and will be bound by that service:

\_\_\_\_\_  
Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO:

Miller Thomson LLP, 525-8<sup>TH</sup> Avenue SW, East 43<sup>rd</sup> Floor, Calgary, Alberta. Attention: James Reid and Matthew Cressatti. [jwreid@millerthomson.com](mailto:jwreid@millerthomson.com) and [mcressatti@millerthomson.com](mailto:mcressatti@millerthomson.com).

**IMPORTANT NOTES:**

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at <https://www.ey.com/ca/agracity>.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

*Please refer to important notes below.*

|  |  |
|--|--|
| <b>COURT OF KING'S BENCH FOR SASKATCHEWAN</b>  |  |
| <b>In Bankruptcy and Insolvency</b>  |  |
| IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED  |  |
| AND  |  |
| 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., 101187148 SASKATCHEWAN LTD., and FNA AGRACITY HOLDINGS LTD. (the "Applicants") |  |
| < <a href="https://www.ey.com/ca/agracity">https://www.ey.com/ca/agracity</a> >  |  |
| <b>Name of Person or Counsel requesting Removal from Service List:</b><br><br>(please provide full legal name, address, Email address (or facsimile number))   | Name: _____<br><br>Address: _____<br>_____<br><br>Email address: _____ |
| <b>Date:</b> (insert current date)   | Date: _____  |

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

\_\_\_\_\_  
Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO:

Miller Thomson LLP, 525-8<sup>TH</sup> Avenue SW, East 43<sup>rd</sup> Floor, Calgary, Alberta. Attention: James Reid and Matthew Cressatti. [jv Reid@millerthomson.com](mailto:jv Reid@millerthomson.com) and [mcressatti@millerthomson.com](mailto:mcressatti@millerthomson.com).



## APPENDIX 4

### FORMAT FOR SERVICE EMAILS

**TO:** <Email addresses of parties to be served>

**FROM:** <Email address of party serving documents>

**SUBJECT:** Service of Court Documents - KB No. \* of \* (<Name of Judicial Centre>) - <Nature of Proceeding or Order Being Served>

**ATTACHMENTS:** <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

| <u>Name of Document</u>                      | <u>Filename</u> |
|--|-----------------|
| <enumerated list of documents and filenames> |                 |

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

| <u>Name of Document</u>                                 |
|---|
| <enumerated list of documents with embedded Hyperlinks> |

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of King's Bench made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

*You are receiving this Email because you have filed a request for service of documents in this proceeding with <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact <Name of Service List Keeper> at <Email address with embedded link>, and ask to be removed.*