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KBG-SA-1435- 2025

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JUDICIAL CENTRE

SASKATOON

APPLICANTS

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS
AMENDED

AND IN THE MATTER OF AGRACITY CROP &
NUTRITION LTD., MPOWER LOGISTICS LTD.
NEWAGCO INC., CARBONTERRA LTD.,
AGRONOMAX FARM MANAGEMENT SOLUTIONS
INC., 14492676 CANADA INC., VIKING CROP
PRODUCTION 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.

DOCUMENT

**FIFTH REPORT OF ERNST & YOUNG INC. IN ITS
CAPACITY AS THE MONITOR OF THE APPLICANTS**

March 18, 2026

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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INTRODUCTION

1. On December 1, 2025 (the “**Filing Date**”), the Applicants (as that term is defined in Appendix “**A**”) were granted an initial order (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, C-26 (the “**CCAA**”). The Initial Order appointed Ernst & Young Inc. as the monitor (“**EY**” or the “**Monitor**”) in the CCAA Proceedings and established a stay of proceedings in favour of the Applicants up to and including December 11, 2025 (the “**Stay Period**”).
2. On December 11, 2025, the Court granted two orders. The first was an Amended and Restated Order (the “**ARIO**”) which, among other things:
 - a. extended the Stay Period to March 6, 2026;
 - b. included the Genesis Entities (as that term is defined in Appendix “**A**”) within the ambit of the stay of proceedings;
 - c. approved the interim financing term sheet (the “**Interim Financing Term Sheet**”) between the AgraCity Group and United Farmers of Alberta Co-operative Limited (“**UFA**” and in such capacity, the “**Interim Lender**”) dated December 8, 2025; and
 - d. granted several court-ordered charges.
3. The second order granted was a Sales and Investment Solicitation Process Approval Order (the “**SISP Order**”) which, among other things:
 - a. approved a sale and investment solicitation process (the “**SISP**”) that authorized and directed the CCAA Entities, Ernst & Young Orenda Corporate Finance Inc. as sales advisor (in such capacity, the “**Sales Advisor**”), and the Monitor to implement the SISP pursuant to its terms and the terms of the SISP Order;
 - b. ratified, authorized, and approved the CCAA Entities’ execution, delivery, entry into, compliance with, and performance of the Subscription Agreement dated December 10, 2025 (the “**Stalking Horse Agreement**”) with UFA or its nominee (in such capacity, the “**Stalking Horse Bidder**”); and
 - c. approved the bid made by UFA pursuant to the Stalking Horse Agreement and UFA acting as the stalking horse under and in accordance with the SISP (with the potential sale of any Property (as defined in the ARIO) to be deferred to a subsequent application if the Stalking

Horse Agreement was subsequently determined to be the successful bid at the conclusion of the SISP).

4. The CCAA Entities scheduled an application on January 16, 2026 (the “**January 16 Application**”) to seek advice and direction as to whether the CCAA Entities were authorized and permitted to enter into various agreements with HarvestGuard Agronomy Ltd. (“**HarvestGuard**”). On January 16, 2026, the Court granted an order providing, among other things, that:
 - a. the January 16 Application was withdrawn; and
 - b. the CCAA Entities were not to bring any further application (or applications) for advice and direction under either: (i) the ARIO, or (ii) the SISP Order, or (ii) the SISP without the express written consent and approval of the Court.
5. On January 23, 2026, the Monitor and its counsel attended a hearing for an application brought by Dmitry Sokolsky and ConciergeCity Corporation, which was dismissed on the same day.
6. On February 24, 2026, the Court granted two orders. The first was a Stay Extension and Approval Order (the “**Extension Order**”) which, among other things:
 - a. extended the Stay Period to March 27, 2026;
 - b. approved the first amending agreement to the Interim Financing Term Sheet (the “**Interim Financing Amending Agreement**”) between the AgraCity Group and the Interim Lender dated February 20, 2026;
 - c. amended paragraph 36 and paragraph 37 of the ARIO to reflect the terms of the Interim Financing Amending Agreement;
 - d. declared that there shall be no further requests for extensions to the Phase 2 Bid Deadline, Auction Date, or Approval Hearing as contemplated in the SISP Order and the SISP, as last extended on February 18, 2026; and
 - e. sealed the Confidential Supplement to the Third Report until the earlier of (i) closing of a Successful Bid, as defined in the SISP Order, or (ii) further order of the Court.
7. The second order granted was an Interim Order (the “**Interim Order**”) which, among other things:
 - a. barred Farmers of North American (“**FNA**”) and James Mann (“**Jim Mann**” and together with FNA, the “**FNA Parties**”), or anyone acting on their behalf, from communicating any

information about the CCAA Entities to anyone except their legal and financial advisors without the prior consent of the Monitor; and

- b. authorized the CCAA Entities to send a corrective letter to all FNA members and AgraCity customers
8. On March 5, 2026, the Monitor and its counsel attended a hearing for multiple applications which included:
- a. an application by FNA for a number of grounds of relief related to the CCAA proceeding and the SISF, which was dismissed the same day;
 - b. an application by Jim Mann for judgment against the CCAA Entities in favour of FNA, which was dismissed the same day;
 - c. an application by the FNA Parties to amend the Interim Order; and
 - d. an application by the CCAA Entities for contempt against the FNA Parties.

Justice Smith reserved on the latter two applications.

9. On March 16, 2026, Justice Smith released a Fiat that, among other things:
- a. ordered that the Interim Order was to remain in place; however, it was to be modified to allow the FNA Parties to attempt a capital raise in connection with the CCAA proceedings; and
 - b. granted various orders of costs against the FNA Parties, including an order that if the FNA Parties wish to make further applications in these proceedings, they must:
 - (i) pay \$45,000 of the costs awards to the CCAA Entities, in advance; and
 - (ii) in the event of emergency, and in the event the FNA Parties are not able to pay the \$45,000 of costs awards in advance, the FNA Parties must first seek leave of the Court prior to filing any further applications.

10. The CCAA Entities had originally scheduled a hearing on March 16, 2026, which was subsequently adjourned with the consent of the AgraCity Group and the Successful Bidder to March 19, 2026 (the “**Approval Hearing**”), at which time the Monitor understands they will be seeking:
- a. a Sale and Vesting Order (a “**SAVO**”) approving the Successful Bid; and

- b. an Ancillary Relief Order:
 - (i) extending the Stay Period until June 27, 2026;
 - (ii) approving a distribution to Business Development Bank of Canada ("**BDC**") from the Genesis Sale Proceeds (as defined below);
 - (iii) sealing the Confidential Supplement to the Fifth Report of the Monitor dated March 18, 2026 (the "**Confidential Supplement**") until further order of the Court;
 - (iv) approving the activities, conduct, and actions of the Monitor, as described in the Fifth Report of the Monitor dated March 18, 2026 (the "**Fifth Report**") and the previous reports of the Monitor filed in the CCAA Proceedings; and
 - (v) approving the fees and disbursements of the Monitor and its legal counsel, as described in the Fifth Report, and the fees of the Sales Advisor, as described in the Confidential Supplement.

PURPOSE

- 11. The purpose of this Fifth Report is to provide this Honourable Court and the CCAA Entities' stakeholders with information and the Monitor's comments with respect to the following:
 - a. an update regarding the activities of the Monitor since the Third Report;
 - b. a forecast-to-actual analysis prepared by Management comparing the AgraCity Group's forecasted cash flows for the period of February 20, 2026 to March 13, 2026, as outlined in CFS#3 to the actual results for this same period;
 - c. the AgraCity Group's cash flow statement (the "**CFS#4**") for the 15-week period ending June 27, 2026 (the "**CFS#4 Forecast Period**") and the key assumptions on which the CFS#4 is based;
 - d. an update on the results of the SISP and Auction process;
 - e. the AgraCity Group's request for, among other things, the following relief as per the draft SAVO:
 - (i) the approval of the sale of the CCAA Entities' assets contemplated in the Asset Purchase Agreement dated March 18, 2026 (the "**Purchase Agreement**") between AgraCity Group, as vendors, and UFA, or its nominees, as purchaser, and vesting

- the purchased assets free and clear of all claims, encumbrances, and charges (the **"Transaction"**); and
- (ii) the issuance of releases in favour of the Released Parties (as defined herein) with respect to the Released Claims.
- f. the AgraCity Group's request for, among other things, the following relief as per the draft Ancillary Relief Order:
- (i) the proposed extension of the Stay Period up to and including June 27, 2026 (the **"Proposed Stay Extension Date #3"**);
- (ii) authorizing an interim distribution to BDC;
- (iii) sealing the Confidential Supplement;
- (iv) approving the activities, conduct, and actions of the Monitor, as described in the Fifth Report and the previous reports of the Monitor filed in the CCAA Proceedings and
- (v) approving the fees and disbursements of the Monitor and it's legal counsel incurred in connection with the CCAA Proceedings, as described in the Fifth Report; and
- g. the Monitor's recommendations.

TERMS OF REFERENCE AND DISCLAIMER

12. In preparing this Fifth Report, the Monitor has been provided with, and has relied upon, unaudited financial information, books, and records prepared by the AgraCity Group, discussions with management of the AgraCity Group (**"Management"**), and information from other third-party sources (collectively, the **"Information"**).
13. Except as described in this Fifth Report in respect of the CFS#4:
- a. the Monitor has reviewed the Information for reasonableness and internal consistency in the context in which it was provided; however, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (**"CAS"**) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

- b. some of the information in this Fifth Report consists of forecasts and projections, and an examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.
14. Future-oriented financial information referred to in this Fifth Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results may vary from the projections, even if the assumptions materialize, and the variations could be significant.
 15. Unless otherwise indicated, the Monitor's understanding of factual matters expressed in this Fifth Report concerning the AgraCity Group and its businesses are based on the Information, and not independent factual determinations made by the Monitor.
 16. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.
 17. Capitalized terms not defined herein are as defined in the Initial Order, the ARIO, the SISP Order, the Extension Order, the previous reports of the Monitor or other materials filed by the AgraCity Group in connection with the Approval Hearing.

BACKGROUND

18. The AgraCity Group operates as a collective business unit in Canada's agriculture industry. Its core business function is to supply crop protection products ("**CPP**"), specialty fertilizers, and other crop inputs directly to Canadian farmers.
19. The affidavits of Jason Mann sworn on March 17, 2026 (the "**Jason Mann Affidavit No. 8**") and previous affidavits sworn by Jason Mann provide further background to the CCAA Proceedings, the Approval Hearing, and other relevant information and should be read in conjunction with this Fifth Report.
20. Further information relating to the AgraCity Group and the CCAA Proceedings can be found on the Monitor's website: www.ey.com/ca/AgraCity (the "**Monitor's Website**").

ACTIVITIES OF THE MONITOR SINCE THE FILING OF THE THIRD REPORT

21. Since the Third Report, the activities of the Monitor have included, but have not been limited to:
 - a. meeting daily with Management and other key employees to discuss the operational and financial status of the CCAA Entities;

- b. monitoring the CCAA Entities' cash receipts and disbursements in conjunction with CFS#2 and assisting Management in developing a revised cash flow forecast;
- c. monitoring the CCAA Entities' business, including reviewing, commenting on, and approving the deliveries of products to satisfy deferred revenue owed to Reconciliation Creditors and other sales orders;
- d. working with the AgraCity Group to implement a plan to procure Additional Product (as defined in the Amending Agreement) which has been prioritized based on the near-term seasonal application periods;
- e. corresponding with creditors to provide information about, and updates on, the CCAA Proceedings;
- f. corresponding with certain vendors seeking prepayment agreements and other payment arrangements in an effort to continue services and delivery of goods to the CCAA Entities;
- g. working with Management to provide weekly variance reporting to UFA as required in the Interim Financing Term Sheet;
- h. administering the SISP, in consultation with the Sales Advisor and the CCAA Entities, including:
 - (i) maintaining the data room and making additional due diligence information available to Phase 2 Qualified Bidders;
 - (ii) answering questions from Phase 2 Qualified Bidders and facilitating site visits as requested;
 - (iii) distributing Phase 2 and Auction instruction letters to Phase 2 Qualified Bidders;
 - (iv) engaging with concerned stakeholders, including, but not limited to, James Mann, Farmers of North America, Dmitry Sokolsky, and Concierge Group;
 - (v) assessing Qualified Bids received by the amended Phase 2 Bid Deadline;
 - (vi) providing details of the Auction to Phase 2 Qualified Bidders who have submitted Qualified Bids with the potential, either alone or in combination with other Qualified Bids, to be a Superior Offer;
 - (vii) conducting the Auctions as further detailed herein; and

- (viii) providing clarification to the Stalking Horse Bidder on the required parameters of its Topping Bid;
- i. providing regular updates related to the CCAA Proceedings, the Property, and the SISP to UFA and BDC and attending meetings, as required, pursuant to (among other things) the Interim Financing Term Sheet and SISP; and
- j. preparing this Fifth Report.

CFS#3 FORECAST-TO-ACTUAL ANALYSIS

- 22. The Monitor has reviewed the operations and the cash flows of the AgraCity Group since the date of the Initial Order. In addition to holding several meetings and teleconference calls with Management, the Monitor has worked with the AgraCity Group to establish a system as between the Monitor and the AgraCity Group to manage, review, and track the AgraCity Group's receipts and disbursements.
- 23. Appended hereto as Appendix "B" of this Fifth Report is an analysis of the CCAA Entities' projected versus actual cash flows for the period beginning February 21, 2026 and ending March 13, 2026 that was prepared by Management with the assistance of the Monitor. Overall, the consolidated ending cash position of the CCAA Entities was lower than projected; however, this variance was primarily attributable to the AgraCity Group not drawing approximately \$1.525 million under the Second Tranche of the Interim Financing Term Sheet and Amending Agreement during the period.
- 24. CFS#3 forecast cash receipts from new sales on a conservative basis using historical cash collections observed during these CCAA Proceedings. As a result, actual cash collections from new sales exceeded the forecast by approximately \$287,100, which is being retained by AgraCity as additional cash on hand to address unforeseen expenses and to provide a reserve in future weeks where actual cash receipts from new sales may be lower than forecast or expenses exceed those forecast during the CFS #3 Forecast Period.
- 25. As further outlined in paragraph 31 of the Third Report, the AgraCity Group received products from Saturn Scitech (HK) Limited ("**Saturn**") after the Filing Date; however, the Monitor now understands that the applicable purchase orders were submitted, and the goods were shipped by Saturn prior to, the Filing Date. The \$300,000 payment to Saturn forecast in CFS #3 was made, since which time the AgraCity Group has not had sufficient extra cash flow to make any further payments. The Monitor will be engaging with Saturn and its counsel on this issue and further reporting may follow once those discussions have occurred.

26. Management has reconciled the bank balances of each entity against the AgraCity Group's actual transactions.

PROJECTED CASH FLOW STATEMENT

27. The AgraCity Group, in consultation with the Monitor, has prepared CFS#4 which outlines the anticipated cash transactions for the CFS#4 Forecast Period.
28. Appended hereto as Appendix "C" to this Fifth Report is CFS#4 and the statutory report required by Section 10(2)(b) of the CCAA.
29. In preparing CFS#4, Management has used the following key probable and hypothetical assumptions:
- a. the consolidated projected cash flow statement, as detailed in CFS#4, compiles the cash flow of the AgraCity Group;
 - b. should this Honourable Court grant the SAVO:
 - (i) Management anticipates closing the Transaction in the week ending March 27, 2026;
 - (ii) prior to the closing of the Transaction, the projected cash receipts from sales and disbursements associated with the AgraCity Group's operations will be similar to what has been observed since the beginning of the CCAA Proceedings; and
 - (iii) post-closing, operations will cease and the only cash disbursements will be related to, among other things:
 - A. performing administrative tasks for a potential claims procedure;
 - B. meeting regulatory obligations such as tax filings and remittances;
 - C. maintaining and selling any Excluded Assets; and
 - D. remitting professional fees related to the CCAA Proceedings;
 - (iv) upon closing of the Transaction, any remaining cash on hand will be purchased by UFA, and any cash proceeds from the sale will be applied toward funding the cash outflows set out in CFS#4;

- c. intercompany transfers of cash between the AgraCity Group entities are projected to occur during the CFS#4 Forecast Period, and Management will monitor, account for, and reconcile the same; and
 - d. CFS#4 incorporates the assumption that all costs and professional fees incurred in relation to these CCAA proceedings will be paid through the Administration Charge or the sales proceeds.
30. Pursuant to subsection 23(1)(b) of the CCAA and in accordance with the Canadian Association of Insolvency and Restructuring Professionals Standard Practice 9. "Cash-Flow Statement", the Monitor hereby reports as follows:
- a. CFS#4 has been prepared by Management for the purpose described in the notes to CFS#4, using the probable and the hypothetical assumptions set out in the accompanying notes;
 - b. the Monitor's review consisted of inquiries, analytical procedures, and discussions related to information supplied by Management and employees of the AgraCity Group;
 - c. the Monitor's procedures with respect to the hypothetical assumptions were limited to evaluating whether they were consistent with the purpose of CFS#4, and the Monitor has also reviewed the support provided by Management for the probable assumptions, and the preparation and presentation of CFS#4; and
 - d. based on the Monitor's review, nothing has come to the attention of the Monitor that causes it to believe that, in all material respects:
 - (i) the hypothetical assumptions are not consistent with the purpose of CFS#4;
 - (ii) as at the date of this Fifth Report, the probable assumptions developed by Management are not suitably supported and consistent with the plans of the AgraCity Group or do not provide a reasonable basis for CFS#4, given the hypothetical assumptions; or
 - (iii) CFS#4 does not reflect the probable and hypothetical assumptions.
31. Regardless, since CFS#4 is based on assumptions regarding future events, actual results may vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the projections outlined in CFS#4 will be achieved. The Monitor expresses no opinion or other assurances with

respect to the accuracy of any financial information presented in this report or relied upon in preparing this Fifth Report.

32. CFS#4 has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

SISP UPDATE

Phase 1

33. Following the issuance of the SISP Order, the Monitor, in consultation with the Sales Advisor and the AgraCity Group, immediately undertook marketing activities in accordance with the SISP to solicit offers to purchase the Assets (as defined in the SISP), including:
 - a. developing and distributing marketing materials, including a public teaser (the “**Teaser**”), a confidential information memorandum (“**CIM**”), a letter containing information regarding the SISP (the “**SISP Letter**”), and a form of participation letter to be completed by Potential Bidders to participate in the SISP (the “**Participation Letter**”);
 - b. issuing a press release on Canada Newswire announcing the SISP on December 15, 2025, which has since been re-published in other major and agriculture specific news outlets including the Globe and Mail, Yahoo Finance, and Farms.com;
 - c. directly sending the Teaser and SISP Letter to approximately 80 Potential Bidders, the majority of whom were determined to be strategic buyers;
 - d. making the SISP, Teaser, and SISP Letter publicly available on the Monitor’s Website.
34. 17 Potential Bidders executed non-disclosure agreements and provided Participation Letters and were granted access to the CIM and the data room. The Monitor, with the assistance of the Sales Advisor and the AgraCity Group, held meetings with, and fielded questions from, the Potential Bidders throughout Phase 1 of the SISP.
35. The Monitor extended the Phase 1 Bid Deadline to February 6, 2026, and received both conforming and non-conforming non-binding letters of intent (each an “**LOI**”) by the extended Phase 1 Bid Deadline. The Monitor, in consultation with the Sales Advisor and the AgraCity Group, assessed all of the LOIs in accordance with the SISP and invited the parties deemed to be Phase 2 Qualified Bidders to submit a Qualified Bid by the Phase 2 Bid Deadline.

36. A summary of Qualified LOIs and Phase 2 Qualified Bidders admitted to Phase 2 of the SISP is included in the Confidential Supplement.

Phase 2

37. As previously reported in paragraphs 23 to 27 of the Third Report, the Monitor, with the consent of the Interim Lender and in consultation with the Sales Advisor and the AgraCity Group, extended the Phase 2 Bid Deadline, date of the Auction, and the Approval Hearing Date as set out in the table below:

MILESTONE	DATE	EXTENDED DATE
Commencement of the SISP	By no later than December 15, 2025	Completed
Phase 1 Bid Deadline	January 30, 2026 (12:00 p.m. Saskatoon time)	Completed
Phase 2 Bid Deadline	February 16, 2026 (12:00 p.m. Saskatoon time)	March 5, 2026 (12:00 p.m. Saskatoon time)
Date of the Auction, if any	February 20, 2026	March 9, 2026 (the “ Approval Hearing ”)
Hearing for approval of transactions	March 2, 2026	March 16, 2026(the “ Approval Hearing ”)

38. The AgraCity Group and UFA subsequently agreed to defer the Approval Hearing to March 19, 2026.
39. The following sections of this Fifth Report provide an update on the outcome of the Phase 2 Bid Deadline, the Auction, and UFA's exercise of its right to submit a Topping Bid pursuant to paragraph 37(b) of the SISP.
40. Where appropriate, the Monitor has withheld sensitive commercial information to maintain the integrity of the SISP and avoid prejudicing future sale efforts should the Court not approve the Transaction or if the same does not close. Unredacted versions of the documents are appended to the Confidential Supplement.

Phase 2 Bid Deadline – March 5, 2026 at 12:00 p.m.

41. By the Phase 2 Bid Deadline, the Monitor received five Bids in addition to the Stalking Horse Bid:
- a. an Investment Proposal from HarvestGuard in respect of the CCAA Entities;
 - b. a Sale Proposal from AGX Pioneer Enterprise Limited ("**AGX**") in respect of certain assets of AgraCity, MPower, NewAgco, and Viking;
 - c. a Sale Proposal from FH Agrochemical International Trade Pte. Ltd. ("**FH Agro**") in respect of certain assets of NewAgco;
 - d. an Investment Proposal from Everagro HK Limited ("**Everagro**") in respect of NewAgco, Viking, and AgraCity; and
 - e. a Sale Proposal from Prosoils Inc. ("**Prosoils**") in respect of the Bell Plaine Supercentre.
42. The Monitor, in consultation with the Sales Advisor and the AgraCity Group, reviewed and assessed the Bids in accordance with the criteria set out in paragraph 29 of the SISP and determined that, with the exception of the Everagro Investment Proposal,¹ the Bids constituted Qualified Bids. After further consideration and consultation with the Sales Advisor and the AgraCity Group, the Monitor determined that it was appropriate to waive strict compliance with the requirements of paragraph 28 of the SISP and deem the Everagro Investment Proposal to be a Qualified Bid.
43. The Monitor's assessment of the Qualified Bids further determined that there were one or more Qualified Bids, which individually or collectively were capable of satisfying the Genesis Entities' obligations to BDC and therefore meeting the SISP's definition of *Superior Offer* (SISP, paragraph 32); consequently, the Monitor's obligation to conduct an Auction was triggered (SISP, paragraphs 34 to 38).

The Auction Process

44. Prior to the Phase 2 Bid Deadline, the Monitor, in consultation with the Sales Advisor and the AgraCity Group, determined that, if the Auctions were necessary, it would be beneficial to bifurcate or trifurcate the process depending on the composition of the Qualified Bids.

¹ The Monitor's assessment of the Everagro Investment Proposal is set out in the Confidential Supplement.

45. As noted above, the Monitor only received one Qualified Bid for all of the assets or shares of the CCAA Entities, namely, the HarvestGuard Investment Proposal. However, because Prosoils submitted a Qualified Bid for the purchase of the Belle Plain Facility, there was a possibility that Prosoils' Qualified Bid could be paired with one or more of the Qualified Bids submitted by the other Bidders to constitute a Superior Offer of greater value than the HarvestGuard Qualified Bid.
46. Accordingly, the Monitor prepared letters to the Qualified Bidders advising that:
- a. the Monitor had received Qualified Bids for all or part of the members of the AgraCity Group that are engaged in the crop protection² aspects of the AgraCity Group's business (or their assets) (each a "**CPP Bid**" submitted by a "**Crop Protection Bidder**" for the "**Crop Protection Property**"), which either alone or in combination with a Qualified Bid for the Genesis Entities (or their assets) could constitute a Superior Offer;
 - b. the Monitor had also received Qualified Bids for all or part of the Genesis Entities (or their assets) (each a "**Genesis Bid**" submitted by a "**Genesis Bidder**" for the "**Genesis Property**"), which either alone or in combination with a Qualified Bid for the Crop Protection Property could constitute a Superior Offer;
 - c. for these reasons, the Monitor would be holding preliminary auctions (each a "**Preliminary Auction**," and together, the "**Preliminary Auctions**") amongst the Crop Protection Bidders and the Genesis Bidders to determine which of the Bids constituted the highest and best Qualified Bids for each of the Crop Protection Property and the Genesis Property (the "**Preliminary Auction Winners**");
 - d. the Preliminary Auction Winners' Bids would then be combined into one en bloc Bid to participate in a final en bloc auction (the "**En Bloc Auction**") with the Qualified Bidders who submitted en bloc Bids (the "**En Bloc Bidder**") to determine the Wining Bid and Initial Back-Up Bid; and
 - e. the Preliminary Auctions and En Bloc Auction (collectively, the "**Auctions**") would take place on Monday, March 9, 2026 as follows:

² i.e., AgraCity Crop & Nutrition Ltd., MPower Logistics Ltd., NewAgCo Inc., Carbonterra Ltd., AGRONOMAX Farm Management Solutions Inc., 14492676 Canada Inc., Viking Crop Production Partners Inc., 10114752 Saskatchewan Ltd., 101072497 Saskatchewan Ltd., Catalyst Technologies Ltd., 101187148 Saskatchewan Ltd., and FNA AgraCity Holdings Ltd.

- (i) the Preliminary Auction for the Genesis Property would be held at 9:00 a.m. (CT) (the "**Genesis Auction**");
 - (ii) the Preliminary Auction for the Crop Protection Property would be held at 1:00 p.m. (CT) (the "**CPP Auction**"); and
 - (iii) the En Bloc Auction would be held at 8:00 p.m. (CT).
47. Attached hereto as Appendix "**E**," "**F**," and "**G**" are redacted copies of the Monitor's March 6, 2026, letters (collectively, the "**Auction Instruction Letters**") to the Genesis Bidders, CPP Bidders, and En Bloc Bidder (collectively, the "**Bidders**"), respectively, which the Sales Advisor emailed to the Bidders that evening.
48. The Auction Instruction Letters advised, among other things, that the Auctions would be conducted as follows:
- a. the Auctions would be conducted in rounds;
 - b. the highest and best CPP Bid, Genesis Bid, and En Bloc Bid (each a "**Lead Bid**" and together, the "**Lead Bids**"), which were specifically identified in the Auction Letters, would serve as the Opening Bids³ for the first round of the Auctions;
 - c. the highest or best Overbid⁴ at the end of each round in the Auctions would constitute the Opening Bid for the following round;
 - d. all Bids made after the Opening Bid had to be:
 - (i) Overbids made and received on an open basis (i.e., fully disclosed to the other Bidders); and
 - (ii) in a minimum purchase price increment of \$500,000 above the Opening Bid (or such increments as the Monitor, in consultation with the Sales Advisor and the AgraCity Group, subsequently determined);

³ SISP, paragraph 36(b).

⁴ *Ibid.* at paragraph 36(a).

- e. in each round, a Bidder could submit no more than one Overbid and any Bidder who participated in a round would be entitled to participate in the next round;
- f. each round of bidding would be open for the lesser of 20 minutes or until each Bidder had submitted its Overbid or confirmed that it would not be submitting an Overbid;
- g. the Monitor's preference was that any consideration offered would be comprised primarily of cash, assumed liabilities, or a combination thereof; however, the Monitor advised that it may consider other forms of consideration;
- h. the Monitor would consider Bidders' modifications to the underlying definitive purchase agreement (other than the purchase price) as part of their Overbids; and
- i. the Bidders would have dedicated break-out rooms for internal discussions and the ability to contact the Monitor to discuss any questions relevant to their Overbids;

The Lead Bids and Clarification Letter

- 49. HarvestGuard, who submitted an En Bloc Bid, advised the Monitor that it intended to participate in the Preliminary Auctions, as well as the En Bloc Auction; consequently, HarvestGuard's Qualified Bid was identified as the Lead Bid for the Preliminary Auction in respect of the Genesis Property and the Lead Bid for the En Bloc Auction.
- 50. The Monitor initially identified AGX's CPP Bid as the Lead Bid for the Crop Protection Property in the compressed timeframe between the Phase 2 Bid Deadline (i.e., 12:00 p.m. on Thursday, March 5) and the close of business on Friday, March 6 (i.e., the last business day prior to the Auctions). With the benefit of additional time, however, the Monitor was able to perform a more detailed analysis of the CPP Bids, respond to questions raised by the CPP Bidders, and consult with the Sales Advisor and AgraCity Group regarding the valuation methodology to be employed for the CPP Auction.
- 51. The specific issue identified was that all of the CPP Bids contemplated leaving certain Crop Protection Property in the estate. After further consideration, the Monitor determined that there was value to the AgraCity Group if, as a result of accepting a given CPP Bid, it was able to retain certain assets (e.g., inventory, cash, rolling stock and equipment, and/or real estate (collectively, "**Excluded Assets**")) and liquidate them by other means. Accordingly, using information obtained from the AgraCity Group and McDougall Auctioneers, the Monitor prepared a valuation for the

Excluded Assets and reassessed the CPP Bids, attributing value to not just the cash and assumption of liabilities set out in therein, but also the Excluded Assets.

52. As a result of this process, the Monitor determined that the FH Agro Qualified Bid was the highest and best offer received for the Crop Protection Property and therefore should be the Lead Bid for the CPP Auction. The CPP Bidders were advised of this change in a letter dated March 8, 2026 (the "**Clarification Letter**") that the Sales Advisor circulated via email that evening. Attached hereto as Appendix "**H**" is a redacted copy of the Clarification Letter.

The Genesis Auction

53. The Preliminary Auction for the Genesis Properties was to include HarvestGuard and Prosoils; however, late in the evening on March 8, 2026, Prosoils' legal counsel advised the Sales Advisor that Prosoils would not be submitting an Overbid in respect of the Lead Bid.
54. Accordingly, HarvestGuard was announced as the Winning Genesis Bidder⁵ to the Preliminary Auction participants prior to commencing the CPP Auction.

The CPP Auction

55. The CPP Auction commenced at 1:00 p.m. (CT) on Monday, March 9, 2026 by Microsoft Teams.
56. At the outset of the CPP Auction, the Monitor reiterated the Lead Bid as per the Clarification Letter and announced that the other CPP Bidders would be permitted to submit their Overbids, if any, in the following order:
 - a. Everagro;
 - b. HarvestGuard; and
 - c. AGX.
57. Everagro began by submitting an Investment Bid for the purchase of Viking alone. After hearing Everagro's submission, HarvestGuard and AGX subsequently advised that they were declining to submit any offers, following which the Monitor adjourned the CPP Auction to consider the results.

⁵ As defined in the Instruction Letter to the Genesis Bidders.

58. During the adjournment, the Monitor received requests for clarification from HarvestGuard and AGX. Initially, the Monitor's interpretation of the inquiries received was that HarvestGuard and AGX did not understand that they had the ability to bid on Viking, but that they were content not to submit an Overbid in respect the Lead Bid (or any Crop Protection Property (other than Viking) that were not included in the Lead Bid). The Monitor, in consultation with the Sales Advisor and the AgraCity Group, therefore resolved to re-open the CPP Auction and ensure that all of the CPP Bidders had the equal opportunity to bid on Viking specifically. Attached hereto as Appendix "I" is a copy of the Sales Advisor's March 9, 2026 email to the CPP Bidders advising that the Monitor would conducting another round of bidding in respect of Viking alone, with Everagro's bid serving as the lead bid.
59. The Monitor re-opened the CPP Auction and advised the CPP Bidders that the CPP Auction in respect of NewAgco and the other CPP Property had closed with there being no Overbid submitted in response to the Lead Bid, such that FH Agro was otherwise the Winning CPP Bidder; however, before concluding the CPP Auction, the Monitor was soliciting further bids in respect of Viking.
60. In response:
- a. Everagro objected, asserting that the CPP Auction in respect of Viking had closed, such that Everagro had submitted the Winning Bid in respect of Viking; and
 - b. HarvestGuard expressed that it was confused by Everagro's initial bid on Viking (as opposed to the Crop Protection Property that was the object of the Lead Bid) and did not understand that it had effectively passed on the opportunity to submit a bid in respect of NewAgco, in particular.
61. The Monitor acknowledged Everagro's objection and indicated in response that it would be inviting bids in respect of Viking despite the same. In response to HarvestGuard, the Monitor reiterated that the CPP Auction in respect of NewAgco had closed with there being no Overbid submitted such that the Lead Bid was otherwise the Winning CPP Bid. HarvestGuard persisted, continuing to express concern that it had not understood the process in light of nature of Everagro's opening bid and the Monitor ultimately adjourned the CPP Auction to consider the situation further.

The CPP Auction Resumed

62. After further consultation with the Sales Advisor and the AgraCity Group, as well as CPP Bidders who expressed a desire to speak to the Monitor (or counsel) during the adjournment, the Monitor concluded that there had been genuine confusion amongst the CPP Bidders as to the CPP Auction

process. Accordingly, the Monitor resolved to restart the CPP Auction from the beginning with explicit instructions to the CPP Bidders as to the conduct of the same.

63. Attached hereto as Appendix "J" is a copy of the Sales Advisor's March 9, 2026 email to the CPP Bidders advising:
- a. the Monitor was restarting the CPP Auction from the beginning;
 - b. that meant that, as per the Clarification Letter, FH Agro's Qualified Bid was the Lead Bid;
 - c. the CPP Auction remained an auction for all of the CPP Property (i.e., the CPP Entities (or their Assets));
 - d. the CPP Bidders were able to submit a bid for whatever CPP Property they wished to acquire and the Monitor would ascribe the values to any Excluded Assets in accordance with the Clarification Letter;
 - e. if a CPP Bidder did not submit a bid that, on its own was capable of qualifying as a Superior Offer either alone or in combination with the Genesis Winning Bid, the CPP Bidder ran the risk of not proceeding to the next round unless the CPP Bidder's bid could be paired with another bid for different Crop Protection Property to achieve that result; and
 - f. as per the Auction Instruction Letter in respect of the CPP Auction, the Lead Bid would be permitted to amend its bid to participate in round 2.
64. The CPP Auction resumed and three rounds of bidding followed, with all of the CPP Bidders participating and FH Agro being declared as the Winning Crop Protection Bidder in the result.

The En Bloc Auction

65. Prior to commencing the En Bloc Auction at 8:00 p.m. on March 9, 2026, the Sales Advisor circulated an email to the Genesis Auction and CPP Auction participants advising as to the winners of the Preliminary Auctions, namely, HarvestGuard in respect of the Genesis Property and FH Agro in respect of the CPP Property. Attached hereto as Appendix "K" is a redacted copy of the Sales Advisor's email.
66. The En Bloc Auction began as scheduled, with the combined Winning Genesis Bid and Winning CPP Bid serving as the Lead Bid. At the outset, HarvestGuard advised that it was declining to

submit an Overbid; consequently, the combined Winning Genesis Bid and Winning CPP Bid were declared to be the Winning Bid.

UFA's Exercise of its Topping Bid

67. Pursuant to paragraph 37(b) of the SISP, the Stalking Horse Bidder had the right to submit a Topping Bid that exceeded the aggregate value and overall terms of the then Winning Bid plus an additional \$2.0 million cash by 5:00 PM (CT) on March 12, 2026 (the "**Topping Bid Deadline**").
68. Prior to the Topping Bid Deadline, the Monitor and the AgraCity Group engaged in discussions with the Stalking Horse Bidder to explain the Winning Bid's aggregate value and overall terms that the Stalking Horse Bidder would need to exceed and match, respectively, in order to submit a Topping Bid.
69. The Stalking Horse Bidder submitted its Topping Bid prior to the Topping Bid Deadline and, subject to aspects of the definitive agreement that were required to be negotiated, the Monitor, in consultation with the AgraCity Group, determined that the Topping Bid constituted the Successful Bid and that the Winning Genesis Bid and Winning CPP Bid were now the Back-Up Bid.⁶

SALE APPROVAL AND VESTING ORDER

The Purchase Agreement

70. Attached hereto as Appendix "L" is a redacted copy of the Amended and Restated Asset Purchase Agreement dated March 12, 2026 between the Stalking Horse Bidder (hereafter, the "**Purchaser**"), as purchaser, and the AgraCity Group, as vendor (the "**Purchase Agreement**").
71. An unredacted copy of the Purchase Agreement and the Monitor's in-depth analysis of the same in comparison to the Back-Up Bid appear in the Confidential Supplement. The Monitor's discussion of the aspects of the Purchase Agreement that are not confidentially sensitive is set out below.
72. The salient terms of the Purchase Agreement can be summarized as follows:
 - a. the Purchaser is purchasing substantially all the AgraCity Group's assets on an "*as is, where is*" basis;

⁶ SISP, paragraph 37(b).

- b. the Purchase Price⁷ is comprised of:
 - (i) the assumption of the Farmer Reconciliation Obligations and Assumed Liabilities;
 - (ii) the payment of Priority Charges;
 - (iii) a credit for the Credit Bid Amount, in satisfaction of all Interim Financing Obligations;
 - (iv) the payment of the Cure Costs up to a maximum amount; and
 - (v) the payment of the Cash Consideration;
- c. all Employees are to be terminated prior to Closing; however, if the Transaction is approved, the Purchaser (or an Affiliate) is to deliver Employment Offer Letters to Key Employees no later than two Business Days before the Closing Date;
- d. the obligation of the Purchaser to complete the Transaction is subject to the following conditions:
 - (i) the Purchase Agreement is declared the Successful Bid in accordance with the SISP;
 - (ii) the following conditions related to Court Approvals must have been met:
 - A. the SISP Order shall have been issued by the Court and shall be a Final Order, which shall not have been amended, varied, set aside or unperformed;
 - B. the SISP Order shall have approved the Purchase Agreement as the stalking horse bid in respect of the SISP and the Stalking Horse Charge; and
 - C. the SAVO shall have been issued by the Court and shall not have been vacated, set aside, varied, or stayed, and at least two Business Days shall have elapsed since the SAVP was issued;

⁷ As defined in the purchase Agreement. Similarly, capitalized terms appearing in the balance of this section are as defined in the Purchase Agreement.

- D. the Interim Facility and the Interim Financing Term Sheet shall have been approved by the Court, and the Interim Lender's Charge shall have been granted pursuant to the ARIO, etc.;
 - E. the AgraCity Group shall have executed and delivered to the Purchaser at Closing the documents contemplated in section 6.3;
 - F. no Governmental Authority shall have enacted, issued, or promulgated any final or non-appealable Order or Law having the effect of making the Transaction illegal or otherwise prohibiting it;
 - G. each of the AgraCity Group's representations and warranties shall be true and correct in all material respects as of the Closing Date (or, if made as of a specified date, the date so specified);
 - H. the AgraCity Group shall have performed in all material respects, all covenants, obligations, and agreements contained in the Purchase Agreement, the Interim Finance Term Sheet, the SISP, etc.;
 - I. there shall have been no change, condition, event, or occurrence that could reasonably be expected to have a material adverse effect on the AgraCity Group or any of its Property;
 - J. the Purchase Price shall be as set out in the Purchase Agreement;
 - K. all Data Reliance Agreements shall be assigned and transferred to the Purchaser or its nominee pursuant to the SAVO; and
 - L. the AgraCity Group shall have terminated its Employees prior to Closing;
- e. the Closing Date is five days following the issuance of the SAVO and the satisfaction of all other conditions precedent set forth in the Purchase Agreement, or such earlier or later date as may be agreed by the Parties in writing.

73. The Purchase Agreement is not subject to any further due diligence and is not subject to any financing conditions.

Monitor Comments on the Purchase Agreement and the Contemplated Transaction

74. The Monitor is of the view that the approval of the Purchase Agreement, and the Transaction contemplated therein, is in the best interest of all stakeholders for the following reasons:

- a. the SISP broadly and thoroughly exposed the Assets to the market, as evidenced by the quality of the Bids received;
- b. the SISP's timelines were extended to ensure that Bidders had sufficient time and access to complete their due diligence and assess the opportunity;
- c. the Successful Bid and the Back-Up Bid are substantially higher than the original \$20 million Stalking Horse Bid;
- d. the Successful Bid:
 - (i) is of an aggregate value and overall terms comparable to the Winning Bid plus an additional \$2.0 million in cash as required by the SISP;
 - (ii) was secured as a result of a highly competitive, court-approved SISP and therefore constitutes the highest and best value to be achieved in the circumstances;
 - (iii) contemplates the assumption of the Farmer Reconciliation Obligations, ensuring that farmer prepayments are protected post-closing through the Farmer Replacement Credit (as defined in the Purchase Agreement) and thereby achieving one of the AgraCity Group's primary restructuring objectives;
 - (iv) will result in some of the AgraCity Group's employees being offered jobs; and
 - (v) is more beneficial to the CCAA Entities than what the Monitor expects could be achieved in a liquidation or bankruptcy;
- e. the Sale Agreement is the product of a court-approved process that involved, among other things, consultation with the Interim Lender, as required by the SISP, and extensive subsequent negotiations with the Interim Lender in its capacity as Stalking Horse Bidder;
- f. the Monitor, Sales Advisor, and AgraCity Group carried out the SISP in good faith and with due diligence in accordance with the SISP Order; and
- g. in light of the CCAA Entities' unsuccessful Pre-Filing Sales Process, the Monitor does not believe that further marketing of the Assets would result in a higher value than the Purchase Price payable under the Sale Agreement.

75. In addition to the foregoing, the Monitor supports the proposed assignment of the Assigned Contracts to the Purchaser as contemplated by the Sale Agreement and SAVO. The Monitor notes that the Purchaser, which is also the Interim Lender, has advanced substantial amounts to fund the

CCAA Proceedings to date and has represented and warranted that is financially capable of performing its obligations under the Assigned Contracts post-closing. The Monitor has no reason to doubt the Purchaser's financial wherewithal to do so. The Sale Agreement also provides for the payment of any associated Cure Costs to satisfy monetary defaults arising under the Assigned Contracts.

Release

76. Pursuant to the proposed SAVO, the CCAA Entities are seeking a release in favour of:
- a. the present directors and officers as of the date of SAVO, legal counsel, and advisors of the CCAA Entities (other than James Mann);
 - b. the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors; and
 - c. the Interim Lender and its legal counsel, and their present and former directors, officers, partners, employees, and advisors (collectively, the "**Released Parties**").
77. The proposed release covers all present and future claims relating to the Released Parties' role in connection with the CCAA Proceedings or the SISP (the "**Released Claims**") other than
- a. any claim for fraud, gross negligence, or wilful misconduct;
 - b. any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; and
 - c. the Liabilities, Claims, obligations, rights, or interests of any person, under the Purchase Agreement.
78. The Monitor notes that:
- a. the Released Parties have each played a distinct, but nevertheless critical role in the CCAA Proceedings, and have therefore meaningfully contributed to the same;
 - b. this application is being made on notice to the service list and this Fifth Report details the nature and the effect of the Released Claims;
 - c. any person who objects to the Released Claims will have the opportunity to object at the hearing of this matter; and

- d. the scope of the releases is not overly broad as it is limited to claims within the CCAA Proceedings and does not include claims based on gross negligence or wilful misconduct or that cannot be released pursuant to section 51.2(2) of the CCAA.
79. With respect to the CCAA Entities' directors and officers:
- a. with the assistance of their counsel and professional advisors, they remained engaged and committed to the management and preservation of the Property and Business throughout the CCAA Proceedings, all of which was necessary and contributed to securing the Successful Bid and the attendant benefits for the AgraCity Group estate;
 - b. they participated in numerous meetings and phone calls with the Monitor, the Sales Advisor, and the Potential Bidders at all hours during the conduct of the SISF;
 - c. Jason Mann and the AgraCity Group's counsel, in particular, assisted the Monitor, its counsel, and the Sales Advisor in preparing for and conducting the Auctions; and
 - d. the CCAA Entities' directors and officers, counsel, and professional advisor's continued involvement in the CCAA Proceedings will be essential to:
 - (i) closing the Transaction;
 - (ii) conducting the anticipated claims process; and
 - (iii) bringing the filing to a conclusion.
80. With respect to the Interim Lender, its legal counsel, and their respective present and former directors, officers, etc.:
- a. the Interim Financing provided much needed stability to the AgraCity Group's business, allowing it to conduct the SISF and leading to the Transaction;
 - b. the Interim Lender is also the Stalking Horse Bidder, and the Stalking Horse Bid was the backstop of the SISF, providing a certain outcome and ultimately driving up the value achieved as a result of the SISF; and
 - c. the Interim Lender is also the Purchaser, whose purchase of the AgraCity Group's assets has created substantial value for the stakeholders.
81. Finally, the Monitor and its counsel have been an integral part of the CCAA Proceedings, including all court applications and conducting the SISF, all of which was and will continue to be necessary

to close the Transaction, conduct the claims process, distribute funds, and conclude the CCAA Proceedings.

82. Based on the foregoing, the Monitor is of the view that the releases in the proposed SAVO are fair and reasonable in the circumstances.

ANCILLARY RELIEF ORDER

Extension of the Stay Period

83. Pursuant to the Stay Extension and Approval Order, the Stay Period expires on March 27, 2026. Under the Ancillary Relief Order the AgraCity Group is seeking a stay extension up to and including June 26, 2026.
84. The proposed extension will allow the AgraCity Group to
- a. close the Transaction with the Purchaser;
 - b. develop a claims procedure that will establish claims against the CCAA Entities and their directors and officers as at the Filing Date;
 - c. seek a declaration that employees terminated through these CCAA Proceedings are eligible to file claims under the *Wage Earner Protection Program Act* (“**WEPPA**”);
 - d. develop and implement a sales process for the Excluded Assets, the net proceeds of which are expected to be available to fund further distributions to the creditors of the CCAA Entities; and
 - e. prepare and file tax returns for the CCAA Entities; and
 - f. issue T4s and Records of Employment for employees and T5013s for limited partners of Genesis G&F.
85. As highlighted in CFS#4, the AgraCity Group is projected to have sufficient funds to the Proposed Stay Extension Date #3 assuming that such funds are provided through the sales proceeds from the proposed Transaction.
86. In the Monitor’s view, the CCAA Entities continue to act in good faith and with due diligence, have operated to maximize recoveries for its creditors, and are complying with their obligations as set out in the ARIO.

87. Based on the facts of which the Monitor is aware, it does not have reason to believe that any creditor will be materially prejudiced by the proposed extension of the Stay Period.

Approval of BDC Distribution

88. BDC holds first ranking security over Genesis Assets (as defined in the Purchase Agreement) subject to the Transaction. Additionally, pursuant to paragraph 48 of the ARIO, BDC's security interest ranks ahead of all of the court-ordered Charges, including the Administration Charge, the Interim Lender's Charge, and Stalking Horse Charge.
89. Pursuant to a payout letter dated March 12, 2026 (the "**Payout Letter**"), BDC advised the Monitor that it was owed approximately \$7.7 million with interest accruing at approximately \$1,500 per day, plus all of its legal fees and disbursements (the "**BDC Indebtedness**"). A copy of the Payout Letter is attached hereto as Appendix "**M**".
90. The Monitor's legal counsel has reviewed BDC's security against the Genesis Assets and delivered an opinion to the Monitor in respect of the same (the "**BDC Security Opinion**"). The Security Opinion confirms, subject to customary qualifications, limitations, and assumptions, that BDC holds valid and enforceable security on the Genesis Assets.
91. Pursuant to paragraph 9 of the ARIO, the CCAA Entities have been paying monthly principal and interest owing to BDC by the Genesis Entities. As noted in the Jason Mann Affidavit No. 8, issuing an interim distribution to pay out the BDC Indebtedness at this time will alleviate a significant liability of the CCAA Entities going forward as it currently continues to increase at the aforesaid rate, eroding potential recovery for subsequent creditors.
92. Due to the foregoing, the Monitor is of the view that an interim distribution to BDC, should this Court grant the SAVO, will help maximize the potential recovery to the CCAA Entities' creditors moving forward.

Sealing Order

93. The AgraCity Group is seeking a sealing order with respect to the Confidential Supplement, including the appendices thereto, on the basis that the Confidential Supplement contains highly sensitive commercial information (e.g., the competing Bids and the Monitor's analysis of the Successful Bid in comparison to the Back-Up Bid), the dissemination of which is likely to be prejudicial to the SISF and future sale efforts if the Transaction is not approved or does not close.
94. The Confidential Supplement also contains appraised and estimated values of the Excluded Assets, which are not to be sold as part of the Transaction, but instead sold in the future.

95. For that reason, the Monitor suggests that the Confidential Supplement continue to be sealed until further order of the Court. Where possible, redacted copies of the relevant documents have been appended to this Fifth Report to provide as much information without prejudicing future sale efforts or adversely affecting the integrity of the SISP.

Approval of Monitor's Activities and Fees

96. The fees and disbursements of the Monitor and its legal counsel, McDougall Gauley LLP ("**MG LLP**"), and the Sales Advisor incurred in the CCAA Proceedings are as follows:

- a. the Monitor's, MG LLP's, and Sales Advisor's total fees and expenses billed to date are \$1,307,532.70 (including applicable taxes) as detailed below:
 - (i) the Monitor fees and expenses are \$706,918.83, \$316,046.97 of which is unpaid;
 - (ii) MG LLP's fees and expenses are \$321,070.81, \$85,079.61 of which is unpaid; and
 - (iii) the Sales Advisor's fees and expenses are \$279,543.43.
- b. the Monitor and the Sales Advisor have approximately \$55,100 and \$67,400 of unbilled time as of March 13, 2026, respectively; and
- c. MG LLP has approximately \$26,500 of unbilled time as of March 16, 2026.

97. The Monitor is of a view that the foregoing fees are appropriate and reasonable in the circumstances given the complexity of the CCAA Proceedings, nature, extent, and value of the assets handled, and the time required. Since the commencement of the CCAA Proceedings, the Monitor has worked closely and extensively with its counsel in connection with, among other things, the following:

- a. the ongoing oversight of the Reconciliation Protocol, including the review, assessment, and approval of reconciliation deliveries involving millions of dollars, together with related stakeholder communications;
- b. responding to and participating in multiple Court applications brought by the CCAA Entities, a creditor, and other stakeholders on a range of substantive and procedural matters;
- c. administering the SISP, including the bid process, coordination between the Monitor, the Sales Advisor, and other stakeholders, the conduct of the Auction, and the analysis and reporting of the results thereof to the Court; and

- d. the performance of all prescribed duties, responsibilities, and obligations under the CCAA.
98. It is the Monitor's opinion that its counsel's services were necessarily incurred, duly authorized and rendered, and that the hours and rates charged are in the Monitor's opinion fair and reasonable in the circumstances and consistent with those the Monitor has seen on recent engagements.
99. Copies of the invoices of the Monitor MG LLP have not been appended to this Fifth Report; however, subject to redactions for privilege, the Monitor is prepared to make copies of such records available to the Court, if necessary.
100. The Monitor requests the approval by the Court of the fees and disbursements incurred by the Monitor and MG LLP (the "**Professional Fees**").
101. The Monitor estimate that additional fees to be incurred by the Monitor and its counsel to complete the administration of the CCAA Proceedings, for which it will respectfully request the approval by the Court at a later date.
102. The Monitor respectfully requests that the Court approve of its conduct and activities described in the First Report, Second Report, Third Report, Fourth Report, and this Fifth Report (the "**Conduct**").

RECOMMENDATIONS

103. The Monitor respectfully recommends that this Honourable Court:
- a. grant the proposed SAVO approving the Transaction and releasing the Released Claims;
 - b. grant the Ancillary Order:
 - (i) approving the Proposed Stay Extension Date #3;
 - (ii) authorizing an interim distribution to BDC;
 - (iii) sealing the Confidential Supplement;
 - (iv) approving the activities, conduct, and actions of the Monitor, as described in the Fifth Report and the previous reports of the Monitor filed in the CCAA Proceedings and
 - (v) approving the fees and disbursements of the Monitor and it's legal counsel incurred in connection with the CCAA proceedings, as described in the Fifth Report.

Dated at Calgary, Alberta this 18th day of March, 2026.

ERNST & YOUNG INC.
in its capacity as the
Monitor of the CCAA Entities



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



Paul Lim, CPA, CIRP
Director

Appendix "A"
Summary of CCAA Entities

Appendix “A” – Summary of CCAA Entities

“Applicants”

- AgraCity Crop and 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**”)
- 101187148 Saskatchewan Ltd. (“**7148**”)
- FNA AgraCity Holdings Ltd. (“**FNA AgraCity**”)

“Genesis Entities” (and together with the Initial Applicants, the “**CCAA Entities**” or the “**AgraCity Group**”)

- Genesis Grain & Fertilizer GP Inc. (“**GG&F GP**”)
- Genesis Operating GP Inc. (“**GG&F Op GP**”, and together with GG&F GP, “**Genesis General Partners**”)
- Genesis Grain & Fertilizer Limited Partnership (“**GG&F LP**”)
- Genesis G&F Operating LP (“**GG&F Op LP**”, and together with GG&F LP, the “**Stay LPs**”)

Appendix **"B"**
Actual to forecast variance analysis (CFS#3)

AgraCity Crop & Nutrition Ltd. et al
Variance Analysis February 21, 2026 - March 13, 2026

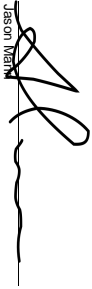
	Week Ending March 13, 2026		
	Projected	Actual	Variance
Beginning cash balance	647,674	647,674	-
Cash inflows			
Cash collected new sales CPP	660,000	854,471	194,471
Cash collected new sales Fertilizer	-	92,633	92,633
Financing cash in/outflow			
Interim Financing	4,525,000	3,500,000	(1,025,000)
Commitment fee	-	(85,250)	(85,250)
Lender Expenses	-	(409,831)	(409,831)
Amending Fee	(125,000)	(125,000)	-
Financing costs	(44,404)	(52,707)	(8,303)
Total cash inflows	5,015,596	3,774,316	(1,241,280)
Cash outlays			
<u>Operational</u>			
SG&A	238,653	219,201	(19,452)
Lease/loan	15,632	15,632	-
Salaries and benefits	228,139	187,495	(40,644)
Product storage & handling	21,266	7,188	(14,079)
NewAgco	104,222	58,398	(45,823)
Mpower Logistics	81,714	64,722	(16,992)
Other CCAA entities	7,162	2,996	(4,165)
Genesis group	128,185	140,942	12,757
	824,972	696,573	(128,399)
Purchase orders - "Additional Product"	2,900,000	1,955,587	(944,413)
Purchase orders - crop protection product	276,393	226,559	(49,834)
Purchase orders fertilizer	-	-	-
Trade supplier payable	300,000	300,066	66
Restructuring costs	500,000	646,395	146,395
Contingency	-	-	-
Total cash outlays	4,801,365	3,825,180	(976,185)
Net cash change (weekly)	214,231	(50,864)	(265,095)
Ending cash balance	861,905	596,810	(265,095)

Appendix “C”
Projected cash flow statement (CFS#4)

AgraCity Crop & Nutrition Ltd. et al Cash Flow Projection

	2026-03-20	2026-03-27	2026-04-03	2026-04-10	2026-04-17	2026-04-24	2026-05-01	2026-05-08	2026-05-15	2026-05-22	2026-05-29	2026-06-05	2026-06-12	2026-06-19	2026-06-26
Beginning cash balance	596,810	1,670,069	1,324,978	1,252,078	1,218,942	1,196,442	761,313	750,942	722,392	713,457	490,207	471,106	463,606	433,621	226,121
Cash inflows															
Cash collected new sales CPP	280,000	175,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash collected new sales fertilizer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing cash inflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interim Financing	1,525,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commitment fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lender Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Amending Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash From Sales Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total cash inflows	1,324,978	1,324,978	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash outlays															
Operational	1,785,000	1,489,978	-	-	-	-	-	-	-	-	-	-	-	-	-
SG&A	13,781	49,709	-	24,200	15,000	27,629	-	21,050	-	15,750	8,729	-	21,050	-	15,750
Lease/loan	1,781	2,871	-	1,436	-	-	2,871	-	1,436	-	2,871	-	1,436	-	2,871
Salaries and benefits	37,734	129,125	60,000	-	-	-	-	-	-	-	-	-	-	-	-
Product storage & handling	6,000	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Newayco	16,627	61,792	-	-	-	-	-	-	-	-	-	-	-	-	-
Mpower Logistics	18,666	33,367	5,400	-	-	-	-	-	-	-	-	-	-	-	-
Other CCAA entities	665	28	-	-	-	-	-	-	-	-	-	-	-	-	-
Genesis group	10,360	92,047	-	-	-	-	-	-	-	-	-	-	-	-	-
	105,614	374,939	65,400	25,636	15,000	27,629	2,871	21,050	1,436	15,750	11,600	-	22,486	-	18,621
Purchase orders - "Additional Product"	150,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchase orders - crop protection product	55,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchase orders fertilizer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trade supplier payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring costs	401,127	-	-	-	-	400,000	-	-	-	200,000	-	-	-	200,000	200,000
Contingency	-	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Cash on hand Sold to Purchaser	-	1,470,131	-	-	-	-	-	-	-	-	-	-	-	-	-
Total cash outlays	711,740	1,845,089	72,900	33,136	22,500	435,129	10,371	28,550	8,936	223,250	19,100	7,500	29,986	207,500	226,121
Net cash change (weekly)	1,073,260	(345,091)	(72,900)	(33,136)	(22,500)	(435,129)	(10,371)	(28,550)	(8,936)	(223,250)	(19,100)	(7,500)	(29,986)	(207,500)	(226,121)
Ending cash balance	1,670,069	1,324,978	1,252,078	1,218,942	1,196,442	761,313	750,942	722,392	713,457	490,207	471,106	463,606	433,621	226,121	-

I, Jason Mann, have reviewed the contents and figures presented in the cash flow projection and believe them to be reasonable and accurate to the best of my knowledge


Jason Mann

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., FNA AgraCity Holdings Ltd., Genesis Grain & Fertilizer GP Inc., Genesis Operating GP Inc., (collectively, the “**Applicants**”) and Genesis Grain and Fertilizer Limited Partnership and Genesis G&F Operating LP (collectively, the “**Stay LPs**”, and together with the Applicants, the “**AgraCity Group**”).

Notes to Projected Statement of Cash Flow (“CFS#4”)

For the Period Ending June 27, 2026

Purpose and General Assumptions

1. The purpose of CFS#4 is to present a cash flow forecast of the AgraCity Group for the period beginning on March 14, 2026, and ending on June 27, 2026, (the “**CFS#4 Forecast Period**”) in respect of their proceedings under the Companies’ Creditors Arrangement Act (“**CCAA**”).
2. CFS#4 has been prepared based on hypothetical and most probable assumptions.

Hypothetical Assumptions

3. The AgraCity Group’s Management anticipates a sale for substantially all of its Assets (as defined in the SISP) to close during the week ending March 27, 2026. As such, Management does not anticipate further cash to be collected or disbursed in connection with the AgraCity Group’s ordinary course of business. Cash will be expended during the CFS#4 Forecast Period to, among other things:
 - i. perform administrative tasks for the potential claims procedure;
 - ii. meet regulatory obligations such as tax filings and remittances; and
 - iii. maintain and sell any Excluded Assets.

Probable Assumptions

1. The consolidated opening cash balance is an aggregate of all of the AgraCity Group’s known bank account balances as at March 13, 2026. The Companies’ various bank accounts are maintained at Bank of Montreal and Royal Bank of Canada. Note: Entities that have cash receipts or disbursements maintain separate bank accounts as required.
2. Prior to the closing of a sale, and in particular during the two-week periods ending March 20, 2026, and March 27, 2026, Management anticipates cash receipts from sales and cash disbursements associated with the Companies’ ongoing operations in the ordinary course. Management further anticipates fully drawing on the Interim Financing Facility to procure additional products for the Successful Purchaser, if required, and to remit any outstanding restructuring costs that have been invoiced.
3. Upon the closing of a sale, any remaining cash on hand will be purchased by UFA, and any cash proceeds from the sale (as defined in the SISP) will be applied toward funding the cash outflows set out in CFS #4.

4. Management has identified anticipated cash outlays, including unusual, irregular, and necessary expenditures, required to support the Companies following the closing of a sale of substantially all of their assets. Necessary and critical direct expenses are expected to include, among others:
 - i. Payroll and employee benefits relating to wages and salaries incurred prior to employee terminations;
 - ii. Professional and other contractor fees required to, among other things:
 - i. issue Records of Employment for terminated employees;
 - ii. prepare and file GST/HST/PST returns;
 - iii. prepare and file corporate income tax returns;
 - iv. perform month-end procedures and prepare financial statements; and
 - v. assist with the claims process, including the verification of accounting records;
 - iii. Insurance premiums relating to Excluded Assets;
 - iv. Utilities and maintenance costs associated with the property located on 211 4th Ave S., Saskatoon, Saskatchewan;
 - v. Loan payments relating to any Excluded Assets that may have associated equity; and
 - vi. IT and software subscription costs.
5. CFS#4 incorporates the assumption that all such costs and restructuring fees of the CCAA Proceedings that are not covered through the Administration Charge will be covered by the sales proceeds.

I have reviewed the assumptions noted herein and agree they are the appropriate basis for use in CFS#4 and are properly reflected over the Forecast Period.

A handwritten signature in black ink, appearing to read 'Jason Mann', is written over a horizontal line.

Jason Mann

COURT OF KING'S BENCH FOR SASKATCHEWAN

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C 1985, C.
C-36 AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF AGRACITY CROP & NUTRITION LTD., MPOWER LOGISTICS LTD. NEWAGCO INC., CARBONTERRA LTD., AGRONOMAX FARM MANAGEMENT SOLUTIONS INC., 14492676 CANADA INC., VIKING CROP PRODUCTION PARTNERS INC., 101114752 SASKATCHEWAN LTD., 101072497 SASKATCHEWAN LTD., CATALYST TECHNOLOGIES LTD., 101187148 SASKATCHEWAN LTD., FNA AGRACITY HOLDINGS LTD., GENESIS GRAIN & FERTILIZER GP INC., GENESIS OPERATING GP INC., (collectively the "Applicants") and GENESIS GRAIN AND FERTILIZER LIMITED PARTNERSHIP AND GENESIS G&F OPERATING LP (collectively, the "Stay LPs", and together with the Applicants, the "AgraCity Group").

MANAGEMENT'S REPORT ON CASH FLOW STATEMENT

(paragraph 10(2)(b) of the CCAA)


The management of the AgraCity Group has developed the assumptions and prepared the attached statement of projected cash flow for the period beginning on March 14, 2026, and ending on June 27, 2026 ("CFS#4"). All such assumptions are disclosed in the notes to the CFS#4.

The hypothetical assumptions are suitably supported and consistent with the purpose of CFS#4 as described in Note 1 to CFS#4, and the probable assumptions are suitably support and consistent with the plans of the Applicants and provide a reasonable basis for CFS#4.

Since CFS#4 is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

CFS#4 has been prepared solely for the purposes outlined in Note 1 using a set of probable assumptions set out therein. Consequently, readers are cautioned that CFS#4 may not be appropriate for other purposes.

Dated at Saskatoon, Saskatchewan this 17th day of March 2026.



Jason Mann, Director (of each of the AgraCity Group)

Appendix “D”
EY’s statutory report on the Companies (CFS#4)

COURT OF KING'S BENCH OF SASKATCHEWAN

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C 1985, C.
C-36 AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF AGRACITY CROP & NUTRITION LTD., MPOWER LOGISTICS LTD. NEWAGCO INC., CARBONTERRA LTD., AGRONOMAX FARM MANAGEMENT SOLUTIONS INC., 14492676 CANADA INC., VIKING CROP PRODUCTION PARTNERS INC., 101114752 SASKATCHEWAN LTD., 101072497 SASKATCHEWAN LTD., CATALYST TECHNOLOGIES LTD., 101187148 SASKATCHEWAN LTD., FNA AGRACITY HOLDINGS LTD., GENESIS GRAIN & FERTILIZER GP INC., GENESIS OPERATING GP INC., (collectively the "Applicants") and GENESIS GRAIN AND FERTILIZER LIMITED PARTNERSHIP AND GENESIS G&F OPERATING LP (collectively, the "Stay LPs", and together with the Applicants, the "AgraCity Group").

MONITOR'S REPORT ON CASH FLOW STATEMENT

(paragraph 23(1)(b) of the CCAA)

The attached statement of projected cash flow of AgraCity Group as at the 17th of March, 2026 consisting of a weekly projected cash flow statement for the period beginning on March 14, 2026, and ending on June 27, 2026 ("**CFS#4**") has been prepared by management of the AgraCity Group ("**Management**") for the purpose described in Note 1, using probable assumptions set out in the notes to CFS#4.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the Management and employees of the AgraCity Group. We have reviewed the support provided by Management for the probable assumptions and the preparation and presentation of CFS#4.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) The hypothetical assumptions are not consistent with the purpose of CFS#4;
- b) As at the date of this Third Report, the probable assumptions developed by Management are not suitably support and consistent with the plans of the AgraCity Group or do not provide a reasonable basis for CFS #4, given the hypothetical assumptions; or
- c) CFS#4 does not reflect the probable and hypothetical assumptions.

CFS#4 is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. Accordingly, we express no assurance as to whether CFS#4 will be achieve. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report or relied upon in preparing this report. CFS#4 has been prepared solely for the purpose described in Note 1, and readers are cautioned that it may not be appropriate for other purposes.

Dated at Calgary, Alberta this 17th day of March 2026.

A handwritten signature in black ink, appearing to be "P. H. M.", written over a horizontal line.

Ernst & Young Inc.

In its capacity as proposed Monitor of the AgraCity Group

Appendix “E”
Redacted Auction Instruction Letter (Genesis Entities)

STRICTLY CONFIDENTIAL

March 6, 2026

Re: Auction Process for the Genesis Property

Thank you for submitting a Bid for the purchase of or an investment in all or part of the Genesis Entities¹ (or their Assets). The purpose of this letter is to advise that:

1. the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has reviewed the bids received in the SISP, including the bid submitted by your organization, and determined that:
 - a. your Bid constitutes a Qualified Bid for some or all of the Genesis Entities (or their Assets) (the "**Genesis Property**"); or
 - b. your Bid constitutes a Qualified Bid for the purchase of or investment in all or substantially all of the Assets, Business, and undertakings of the AgraCity Group, but you have confirmed that you are willing to participate in the Preliminary Auctions (as defined below);

(in each case, a "**Genesis Bid**");

2. the Monitor has received other Genesis Bids (together with you, the "**Genesis Bidders**"), which either alone or in combination with a Bid for the Crop Protection Entities (or their Assets)² could constitute Qualified Bids;
3. for these reasons, the Monitor will be holding preliminary auctions (the "**Preliminary Auctions**") amongst the Genesis Bidders and the Crop Protection Bidders³ to determine which of these of these Bids constitute the highest and best Qualified Bids for each of the Crop Protection Entities (or their Assets) and the Genesis Property (the "**Preliminary Auction Winners**");
4. the Preliminary Auction Winners' Bids will be combined into one en bloc Bid to participate in a final en bloc auction (the "**Auction**") with the Qualified Bidders who submitted en bloc Bids to determine the Winning Bid and Initial Back-Up Bid; and

¹ Unless otherwise defined herein, capitalized terms will have the meanings given to them in the Sale and Investment Solicitation Process Guidelines appended as Schedule "B" to the Sale and Investment Solicitation Process Approval Order dated December 11, 2025.

² i.e., AgraCity Crop & Nutrition Ltd., MPower Logistics Ltd., NewAgCo Inc., Carbonterra Ltd., AGRONOMAX Farm Management Solutions Inc., 14492676 Canada Inc., Viking Crop Production Partners Inc., 10114752 Saskatchewan Ltd., 101072497 Saskatchewan

³ i.e., parties who have submitted Bids for the Crop Protection Entities (or their Assets).

5. you are invited to participate in the Preliminary Auction (in such capacity, a “**Bidder**”) for the Genesis Property (the “**Genesis Auction**”) that will be held on **Monday, March 9, 2026, at 9:00 a.m. (CT)**.

Opening Bid: HarvestGuard Agronomy Ltd. (“HarvestGuard”)

The Monitor, in consultation with the Sales Advisor and the AgraCity Group, has determined that the highest and best offer (the “**Lead Bid**”) as it relates to the Genesis Property is the Qualified Bid submitted by *HarvestGuard*. The Monitor has valued the Lead Bid, including the cash consideration and assumed liabilities, in the amount of [REDACTED] and this shall be the Opening Bid at the Genesis Auction. The initial Opening Bid is attached hereto as Schedule ‘A’.

Genesis Auction Protocol

The Genesis Auction will commence at 9:00 a.m. (CT) on Monday, March 9, 2026, and be conducted via Microsoft Teams video conference. A Microsoft Teams’ link will be provided to you in advance of the Genesis Auction. The Monitor, in consultation with the Sales Advisor and the AgraCity Group, will direct and preside over the Genesis Auction.

You are required to complete and return to Samuel Watson at samuel.watson@parthenon.ey.com the enclosed “Participant Certificate” by no later than 12:00 p.m. (CT) on March 8, 2026 (i.e., the day prior to the Genesis Auction) to participate in the Auction. The Participant Certificate:

1. serves as an attendance record for the Genesis Auction and sets out a Bidder’s authorized representatives. Only the authorized representatives of each of the Bidders, the Monitor, the Sales Advisor, the AgraCity Group, and their respective counsel or other advisors shall be permitted to attend the Genesis Auction (unless otherwise agreed to by the Monitor prior to the Genesis Auction); and
2. provides on-the-record confirmation from each Bidder that:
 - a. such Bidder has not engaged in any collusion with respect to the Bid process or the Genesis Auction; and
 - b. each Bid submitted by such Bidder in the Auction is a good-faith *bona fide* offer for which the Bidder has (or will at Closing have) available funds or firm financing in place and the Bidder intends to consummate the proposed transaction if selected as the Winning Genesis Bid or the Back-Up Genesis Bid.

After the deadline to submit the Participant Certificate, the Monitor will circulate amongst all Bidders that submitted a Participant Certificate the identities of all Genesis Auction Bidders. Any Bidder that has indicated a willingness to participate in any other auction(s) will be identified, along with the specific auction(s) in which they intend to participate.

Bidding at the Genesis Auction will be conducted in rounds. The Lead Bid will be the initial Opening Bid for the first round and the highest or best Overbid at the end of each round shall

constitute the Opening Bid for the following round. All Bids made after the initial Opening Bid must be Overbids made and received on an open basis (i.e. fully disclosed to other Genesis Auction Bidders). In each round, a Bidder may submit no more than one Overbid. Any Bidder who bids in a round is entitled to participate in the next round of bidding. Each round of bidding will be open for the lesser of 20 minutes or until each Bidder has either submitted its Overbid or confirmed to the Monitor that it will not be submitting an Overbid. For clarity, the Stalking Horse Bidder may submit an Overbid, in each round.

During each round, each Bidder and its representatives will have a dedicated break-out room for any internal discussions, if required, prior to submitting its Overbid. Each Bidder will also be provided a dedicated phone number to contact the Monitor should it have any questions while in its break-out room or decides to confirm to the Monitor that it will not be submitting an Overbid.

Any subsequent round of bidding will commence once the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has reviewed all Overbids submitted and has identified the Opening Bid for the following round. The Monitor may request any Bidder to clarify its Overbid, if required, during this time.

An Overbid must be made in minimum purchase price increments of C\$500,000 above the Opening Bid, or such increments as the Monitor, in consultation with the Sales Advisor and the AgraCity Group, may determine in order to facilitate the Genesis Auction. Each Overbid must clearly specify the consideration offered. The Monitor's preference is that such consideration be comprised primarily of cash, assumed liabilities, or a combination thereof; however, other forms of consideration may be reviewed and considered at the sole discretion of the Monitor, in consultation with the Sales Advisor and the AgraCity Group. You will be advised at the Genesis Auction whether there is any change to the minimum purchase price increment. If during the course of the Genesis Auction a Bidder seeks to modify any term of the underlying definitive purchase agreement other than the purchase price as part of the Bidder's Overbid, the Monitor in consultation with the Sales Advisor and the AgraCity Group will consider whether such modification is:

1. more or less favourable than any prior Overbid of such Bidder; and
2. in accordance with conditions for a Bid set forth in section 28 of the SISP.

An Overbid must comply with the requirements for a Qualified Bid; however, the Bid Deadline will not apply. At the end of each round of bidding, the Monitor will announce the Lead Bid, following consultation with the Sales Advisor and the AgraCity Group, as it deems appropriate. The Lead Bid will be determined with reference to the conditions set forth in section 28 of the SISP.

If at the end of any round of bidding a Bidder (other than the Bidder that submitted the Opening Bid, as applicable) fails to submit an Overbid, then they will not be entitled to proceed to the next round of the Genesis Auction.

Bidders must obtain all necessary approvals and funding commitments in advance of the Genesis Auction and/or have authorized representatives present at the Genesis Auction to provide the necessary approvals for any Overbid. No conditional Overbids will be accepted.

If, in any round of bidding, no Overbid is made, the Genesis Auction shall be closed and the Monitor shall, in consultation with the Sales Advisor and the AgraCity Group:

1. declare the last Opening Bid as the winning bid (the **“Winning Genesis Bid”** and the party submitting such Winning Genesis Bid, the **“Winning Genesis Bidder”**);
2. immediately review the other Overbids made in the previous round (or Qualified Bid if no Overbids were made at the Genesis Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) the **“Back-Up Genesis Bid”** and the party submitting such Back-Up Genesis Bid, the **“Back-Up Genesis Bidder”**); and
3. advise any Winning Genesis Bidder and Back-Up Genesis Bidder of such determinations and all other Genesis Auction Bidders that they are not the Winning Genesis Bidder or Back-Up Genesis Bidder.

The Back-Up Genesis Bid is to be kept open and available for acceptance until the earlier of:

1. closing of the Court-approved transaction with the Winning Genesis Bid; or
2. determining that the Winning Genesis Bid is not the Winning Bid in the subsequent en-bloc Auction; or
3. determining that the Stalking Horse Bidder is the Successful Bidder upon submission of a Topping Bid.

The Genesis Auction is to be closed once the Winning Genesis Bidder and Back-Up Genesis Bidder are identified.

The Winning Genesis Bidder must promptly complete, execute, and deliver such revised and updated definitive transaction agreement(s) as may be required to reflect and evidence the Winning Genesis Bid. The Winning Genesis Bidder will then be paired with the Winning Bidder for the crop protection Entities and/or Assets, when identified, ahead of any en-bloc Auction.

Notwithstanding its status as the Winning Genesis Bidder, if such Bidder had indicated an intention to participate in the auction for the Crop Protection Entities (or their Assets), it may do so.

Attendance by Video Conference

The Monitor has determined that the Genesis Auction will be conducted via Microsoft Teams video Conference. Please be aware of the following conditions to Genesis Auction attendance:

1. we received an executed copy of the Participant Certificate on or before **12:00 p.m. (CT)** on the day prior to the date of the Genesis Auction, which shall include the names, emails, and phone numbers of the Bidder's authorized representatives who are attending the Genesis Auction; and
2. a person with the ability to bind the Bidder at Genesis Auction must be present and available at all times and provide the Monitor with a contact number for that person, who must be accessible for the duration of the Genesis Auction.

Should you have any questions regarding the foregoing, you may contact the Sales Advisor at the contact details noted below:

The Sales Advisor:

Mike Campbell'
Managing Director
+1 306 649 8305
Michael.Campbell@parthenon.ey.com

Samuel Watson
Vice President
+1 604 891 8480
Samuel.Watson@parthenon.ey.com

¹ U.S. inquiries should be directed to EY-Parthenon BD Inc. via Mike Campbell.

Yours truly,

Ernst & Young Inc., Monitor of the AgraCity Group

Participant Certificate

In connection with the Auction Process for the Genesis
Entities and/or Assets of the AgraCity Group

Reference is made to the order (the “**SISP Order**”) of the Court of King’s Bench for Saskatchewan granted on December 11, 2025, under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) that, among other things, approved a sale and investment solicitation process (the “**SISP**”) for all or some of the assets and operations of the AgraCity Group. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the SISP Order or the SISP.

I, _____, the _____ of the below-defined Bidder,
Name of Authorized Person *Position / Title*

solely in my capacity as an officer and/or director of the Bidder and not in any individual capacity, hereby certify, without personal liability, for the purposes of the Auction being conducted under the SISP Order, as follows:

1. The Participant Certificate is complete on behalf of:
_____ (the “**Bidder**”).
2. I have the legal authority to bind the Bidder.
3. The Bidder has received and reviewed the auction process letter (which enclosed this Participant Certificate) from Ernst & Young Inc. dated March 6, 2026, and understands and agrees to the auction process set out therein.
4. The Bidder’s representatives who are authorized to attend the Genesis Auction on behalf of the Bidder are the following individuals:

	Name	Title	Email	Phone Number
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				
j.				

5. The Bidder's representatives will be attending the Genesis Auction via videoconference.
6. The Bidder has not engaged in any collusion with respect to the bid process or the Genesis Auction.
7. The Bidder's Bid is a good-faith *bona fide* offer for which the Bidder has (or will at Closing have) available funds or firm financing in place.
8. The Bidder intends to consummate the proposed transaction if selected as the Winning Genesis Bid or the Back-Up Genesis Bid.

IN WITNESS WHEREOF, the undersigned has executed this certificate on March ____, 2026.

Name:

Title:

Appendix **"F"**
Redacted Auction Instruction Letter (Crop Protection Property)

STRICTLY CONFIDENTIAL

March 6, 2026

Re: Auction Process for the Crop Protection Property

Thank you for submitting a Bid for the purchase of or an investment in all or part of the Crop Protection Entities¹ or their Assets. The purpose of this letter is to advise that:

1. the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has reviewed the Bids received in the SISP, including the Bid submitted by your organization, and determined that:
 - a. your Bid constitutes a Qualified Bid for some or all of the Crop Protection Entities (or their Assets) (the "**Crop Protection Property**"); or
 - b. your Bid constitutes a Qualified Bid for the purchase of or investment in all or substantially all of the Assets,² Business, and undertakings of the AgraCity Group, but you have confirmed that you are willing to participate in the Preliminary Auctions (as defined below);

(in each case, a "**CPP Bid**")

2. the Monitor has received other CPP Bids (together with you, the "**Crop Protection Bidders**"), which either alone or in combination with a Bid for the Genesis Entities (or their Assets) (the "**Genesis Property**") could constitute Qualified Bids;
3. for these reasons, the Monitor will be holding preliminary auctions (the "**Preliminary Auctions**") amongst the Crop Protection Bidders and the Genesis Bidders³ to determine which of these of these Bids constitute the highest and best Qualified Bids for each of the Crop Protection Entities (or their Assets) and the Genesis Entities (or their Assets) (the "**Preliminary Auction Winners**");
4. the Preliminary Auction Winners' Bids will be combined into one en bloc Bid to participate in a final en bloc auction (the "**Auction**") with the Qualified Bidders who submitted en bloc Bids to determine the Winning Bid and Initial Back-Up Bid; and

¹ i.e., AgraCity Crop & Nutrition Ltd., MPower Logistics Ltd., NewAgCo Inc., Carbonterra Ltd., AGRONOMAX Farm Management Solutions Inc., 14492676 Canada Inc., Viking Crop Production Partners Inc., 10114752 Saskatchewan Ltd., 101072497 Saskatchewan Ltd., Catalyst Technologies Ltd., 101187148 Saskatchewan Ltd., and FNA AgraCity Holdings Ltd.

² Unless otherwise defined herein, capitalized terms will have the meanings given to them in the Sale and Investment Solicitation Process Guidelines appended as Schedule "B" to the Sale and Investment Solicitation Process Approval Order dated December 11, 2025.

³ i.e., parties who have submitted Bids for the Genesis Entities (or their Assets).

5. you are invited to participate in the Preliminary Auction (in such capacity, a “**Bidder**”) for the Crop Protection Property (the “**CPP Auction**”) that will be held on **Monday, March 9, 2026, at 1:00 p.m. (CT)**.

Opening Bid: AGX Pioneer Enterprise Ltd. (“AGX Pioneer”)

The Monitor, in consultation with the Sales Advisor and the AgraCity Group, has determined that the highest and best offer (the “**Lead Bid**”) as it relates to the Crop Protection Property is the Qualified Bid submitted by AGX Pioneer. The Monitor has valued the Lead Bid, including the cash consideration and assumed liabilities, in the amount of [REDACTED] and this shall be the Opening Bid at the CPP Auction. The initial Opening Bid is attached hereto as Schedule ‘A’.

CPP Auction Protocol

The CPP Auction will commence at 1:00 p.m. (CT) on Monday, March 9, 2026, and be conducted via Microsoft Teams video conference. A Microsoft Teams link will be provided to you in advance of the CPP Auction. The Monitor, in consultation with the Sales Advisor and the AgraCity Group, will direct and preside over the CPP Auction.

You are required to complete and return to Samuel Watson at samuel.watson@parthenon.ey.com the enclosed “Participant Certificate” by no later than 12:00 p.m. (CT) on March 8, 2026 (i.e., the day prior to the CPP Auction) to participate in the CPP Auction. The Participant Certificate:

1. serves as an attendance record for the CPP Auction and sets out a Bidder’s authorized representatives. Only the authorized representatives of each of the Bidders, the Monitor, the Sales Advisor, the AgraCity Group, and their respective counsel or other advisors shall be permitted to attend the CPP Auction (unless otherwise agreed to by the Monitor prior to the CPP Auction); and
2. provides on-the-record confirmation from each Bidder that:
 - a. such Bidder has not engaged in any collusion with respect to the Bid process or the CPP Auction; and
 - b. each Bid submitted by such Bidder in the CPP Auction is a good-faith *bona fide* offer for which the Bidder has (or will at Closing have) available funds or firm financing in place and the Bidder intends to consummate the proposed transaction if selected as the Winning Crop Protection Bid or the Back-Up Crop Protection Bid .

After the deadline to submit the Participant Certificate, the Monitor will circulate amongst all Bidders that submitted a Participant Certificate the identities of all CPP Auction Bidders. Any Bidder that has indicated a willingness to participate in any other auction(s) will be identified, along with the specific auction(s) in which they intend to participate.

Bidding at the CPP Auction will be conducted in rounds. The Lead Bid will be the initial Opening Bid for the first round and the highest or best Overbid at the end of each round shall constitute the Opening Bid for the following round. All Bids made after the initial Opening Bid must be Overbids made and received on an open basis (i.e. fully disclosed to other CPP Auction Bidders). In each round, a Bidder may submit no more than one Overbid. Any Bidder who bids in a round is entitled to participate in the next round of bidding. Each round of bidding will be open for the lesser of 20 minutes or until each Bidder has either submitted its Overbid or confirmed to the Monitor that it will not be submitting an Overbid. For clarity, the Stalking Horse Bidder may submit an Overbid, in each round.

During each round, each Bidder and its representatives will have a dedicated break-out room for any internal discussions, if required, prior to submitting its Overbid. Each Bidder will also be provided a dedicated phone number to contact the Monitor should it have any questions while in its break-out room or decides to confirm to the Monitor that it will not be submitting an Overbid.

Any subsequent round of bidding will commence once the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has reviewed all Overbids submitted and has identified the Opening Bid for the following round. The Monitor may request any Bidder to clarify its Overbid, if required, during this time.

An Overbid must be made in minimum purchase price increments of C\$500,000 above the Opening Bid, or such increments as the Monitor, in consultation with the Sales Advisor and the AgraCity Group, may determine in order to facilitate the CPP Auction. Each Overbid must clearly specify the consideration offered. The Monitor's preference is that such consideration be comprised primarily of cash, assumed liabilities, or a combination thereof; however, other forms of consideration may be reviewed and considered at the sole discretion of the Monitor, in consultation with the Sale Advisor and the AgraCity Group. You will be advised at the CPP Auction if there is any change to the minimum purchase price increment. Each Overbid must clearly specify the consideration offered. The Monitor's preference is that such consideration be comprised primarily of cash, assumed liabilities, or a combination thereof; however, other forms of consideration may be reviewed and considered at the discretion of the Monitor, in consultation with the Sales Advisors and the AgraCity Group.

If during the course of the CPP Auction a Bidder seeks to modify any term of the underlying definitive purchase agreement other than the purchase price as part of their Overbid, the Monitor in consultation with the Sales Advisor and the AgraCity Group will consider whether such modification is:

1. more or less favourable than any prior Overbid of such Bidder; and
2. in accordance with conditions for a Bid set forth in section 28 of the SISP.

An Overbid must comply with the requirements for a Qualified Bid; however, the Bid Deadline will not apply. At the end of each round of bidding, the Monitor will announce the Lead Bid, following consultation with the Sales Advisor and the AgraCity Group, as it deems appropriate. The Lead Bid will be determined with reference to the conditions set forth in section 28 of the SISP.

If at the end of any round of bidding a Bidder (other than the Bidder that submitted the Opening Bid, as applicable,) fails to submit an Overbid, then the Bidder will not be entitled to proceed to the next round of the CPP Auction.

Bidders must obtain all necessary approvals and funding commitments in advance of the CPP Auction and/or have authorized representatives present at the CPP Auction to provide the necessary approvals for any Overbid. No conditional Overbids will be accepted.

If, in any round of bidding, no Overbid is made, the CPP Auction shall be closed and the Monitor shall, in consultation with the Sales Advisor and the AgraCity Group:

1. declare the last Opening Bid as the winning bid (the “**Winning Crop Protection Bid**” and the party submitting such Winning Crop Protection Bid, the “**Winning Crop Protection Bidder**”);
2. immediately review the other Overbids made in the previous round (or Qualified Bid if no Overbids were made at the CPP Auction) and identify and record the next highest and/or best Overbid (or Qualified Bid) (the “**Back-Up Crop Protection Bid**” and the party submitting such Back-Up Crop Protection Bid, the “**Back-Up Crop Protection Bidder**”); and
3. advise any Winning Crop Protection Bidder and Back-Up Crop Protection Bidder of such determinations and all other CPP Auction Bidders that they are not the Winning Crop Protection Bidder or Back-Up Crop Protection Bidder.

The Back-Up Crop Protection Bid is to be kept open and available for acceptance until the earlier of:

1. closing of the Court-approved transaction with the Winning Crop Protection Bid;
2. determining that the Winning Crop Protection Bid is not the Winning Bid in the subsequent en-bloc Auction; or
3. determining that the Stalking Horse Bidder is the Successful Bidder upon submission of a Topping Bid.

The CPP Auction is to be closed once the Winning Crop Protection Bidder and Back-Up Crop Protection Bidder are identified.

The Winning Crop Protection Bidder must promptly complete, execute, and deliver such revised and updated definitive transaction agreement(s) as may be required to reflect and evidence the Winning Crop Protection Bid. The Winning Crop Protection Bidder will then be paired with the Winning Bidder for the Genesis Entities and/or Assets, ahead of any en-bloc Auction.

Attendance by Video Conference

The Monitor has determined that the CPP Auction will be conducted via Microsoft Teams video Conference. Please be aware of the following conditions to CPP Auction attendance:

1. we received an executed copy of the Participant Certificate on or before **12:00 p.m. (CT)** on the day prior to the date of the CPP Auction, which shall include the names, emails, and phone numbers of the Bidder's authorized representatives who are attending the CPP Auction; and
2. a person with the ability to bind the Bidder at CPP Auction must be present and available at all times and provide the Monitor with a contact number for that person, who must be accessible for the duration of the CPP Auction.

Should you have any questions regarding the foregoing, you may contact the Sales Advisor at the contact details noted below:

The Sales Advisor:

Mike Campbell¹
Managing Director
+1 306 649 8305
Michael.Campbell@parthenon.ey.com

Samuel Watson
Vice President
+1 604 891 8480
Samuel.Watson@parthenon.ey.com

¹ U.S. inquiries should be directed to EY-Parthenon BD Inc. via Mike Campbell.

Yours truly,

Ernst & Young Inc., Monitor of the AgraCity Group

Participant Certificate

In connection with the Auction Process for the crop protection Entities and/or Assets of the AgraCity Group

Reference is made to the order (the “**SISP Order**”) of the Court of King’s Bench for Saskatchewan granted on December 11, 2025, under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) that, among other things, approved a sale and investment solicitation process (the “**SISP**”) for all or some of the assets and operations of the AgraCity Group. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the SISP Order or the SISP.

I, _____, the _____ of the below-defined Bidder,
Name of Authorized Person *Position / Title*

solely in my capacity as an officer and/or director of the Bidder and not in any individual capacity, hereby certify, without personal liability, for the purposes of the Auction being conducted under the SISP Order, as follows:

1. The Participant Certificate is complete on behalf of: _____ (the “**Bidder**”).
2. I have the legal authority to bind the Bidder.
3. The Bidder has received and reviewed the auction process letter (which enclosed this Participant Certificate) from Ernst & Young Inc. dated March 6, 2026, and understands and agrees to the auction process set out therein.
4. The Bidder’s representatives who are authorized to attend the CPP Auction on behalf of the Bidder are the following individuals:

	Name	Title	Email	Phone Number
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				
j.				

5. The Bidder's representatives will be attending the CPP Auction via videoconference.
6. The Bidder has not engaged in any collusion with respect to the bid process or the CPP Auction.
7. The Bidder's Bid is a good-faith *bona fide* offer for which the Bidder has (or will at Closing have) available funds or firm financing in place.
8. The Bidder intends to consummate the proposed transaction if selected as the Winning Crop Protection Bid or the Back-Up Crop Protection Bid.

IN WITNESS WHEREOF, the undersigned has executed this certificate on March ____, 2026.

Name:
Title:

Appendix **"G"**
Redacted En Bloc Auction Instruction Letter

STRICTLY CONFIDENTIAL

March 6, 2026

Re: Auction Process for the Assets and/or the Businesses of the AgraCity Group

Thank you for submitting a Bid for the purchase of or investment in all or substantially all of the Assets, Business,¹ and undertakings of the AgraCity Group (an "**En Bloc Bid**"). The purpose of this letter is to advise that:

1. the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has reviewed the Bids received in the SISP, including the En-Bloc Bid submitted by your organization, and determined that:
 - a. your En Bloc Bid constitutes a Qualified Bid; and
 - b. the Monitor has received other Bids for the Crop Protection Entities² (or their Assets) (collectively, the "**Crop Protection Bidders**") and the Genesis Entities (or their Assets) (collectively, the "**Genesis Bidders**") individually, which could be combined to constitute Qualified Bids;
2. for these reasons, the Monitor will be holding preliminary auctions (the "**Preliminary Auctions**") amongst the Crop Protection Bidders and the Genesis Bidders to determine which of these of these Bids constitute the highest and best Qualified Bids for each of the Crop Protection Entities (or their Assets) and the Genesis Entities (or their Assets) (the "**Preliminary Auction Winners**");
3. the Preliminary Auction Winners' Bids will be combined into one En Bloc Bid to participate in a final en bloc auction (the "**Auction**") with the Qualified Bidders who submitted En Bloc Bids to determine the Winning Bid and Initial Back-Up Bid;
4. if, as part of your En Bloc Bid, you indicated an interest in participating in the Preliminary Auctions, please refer to the enclosed letter regarding the auction process for the Crop Protection Entities (or their Assets) and the Genesis Entities (or their Assets) for more information; and
5. regardless, please review what follows with respect to the Auction that will be held on **Monday, March 9, 2026, at 8:00 p.m. (CT)**.

¹ Unless otherwise defined herein, capitalized terms will have the meanings given to them in the Sale and Investment Solicitation Process Guidelines appended as Schedule "B" to the Sale and Investment Solicitation Process Approval Order dated December 11, 2025.

² i.e., AgraCity Crop & Nutrition Ltd., MPower Logistics Ltd., NewAgCo Inc., Carbonterra Ltd., AGRONOMAX Farm Management Solutions Inc., 14492676 Canada Inc., Viking Crop Production Partners Inc., 10114752 Saskatchewan Ltd., 101072497 Saskatchewan Ltd., Catalyst Technologies Ltd., 101187148 Saskatchewan Ltd., and FNA AgraCity Holdings Ltd.

Opening Bid: to be determined

The Monitor has not yet determined the highest and best En-Bloc Bid (the “**Lead Bid**”) as the Preliminary Auctions have yet to be conducted. Following the completion of the Preliminary Auctions and upon review of all En Bloc Bids in relation to one another, the Monitor, in consultation with the Sales Advisor and the AgraCity Group, will determine the Lead Bid and provide the details of such Lead Bid, together with copies of the initial Opening Bid(s), to all Bidders participating in the Auction.

Auction Protocol

The Auction will commence at 8:00 p.m. (CT) on Monday, March 9, 2026, and be conducted via Microsoft Teams video conference. A Microsoft Teams link will be provided to you in advance of the Auction. The Monitor, in consultation with the Sales Advisor and the AgraCity Group, will direct and preside over the Auction.

You are required to complete and return to Samuel Watson at samuel.watson@parthenon.ey.com the enclosed “Participant Certificate” by no later than 12:00 p.m. (CT) on March 8, 2026 (i.e., the day prior to the Auction) to participate in the Auction. The Participant Certificate:

1. serves as an attendance record for the Auction and sets out a Bidder’s authorized representatives. Only the authorized representatives of each of the Bidders, the Monitor, the Sales Advisor, the AgraCity Group, and their respective counsel or other advisors shall be permitted to attend the Auction (unless otherwise agreed to by the Monitor prior to the Auction); and
2. provides on-the-record confirmation from each Bidder that:
 - a. such Bidder has not engaged in any collusion with respect to the Bid process or the Auction; and
 - b. each Bid submitted by such Bidder in the Auction is a good-faith, *bona fide* offer for which the Bidder has (or will at Closing have) available funds or firm financing in place and the Bidder intends to consummate the proposed transaction if selected as the Winning Bid or the Initial Back-Up Bid.

After the deadline to submit the Participant Certificate, the Monitor will circulate amongst all Bidders that submitted a Participant Certificate the identities of all Auction Bidders. Any Bidder that has indicated a willingness to participate in one or more Preliminary Auctions will be identified, along with the specific Preliminary Auction(s) in which they intend to participate.

For greater certainty, the Winning Bidders in the Preliminary Auctions will not be required to submit a Participant Certificate for the Auction by 12:00 p.m. (CT) on March 8, 2026, and their information will not be circulated until the conclusion of the Preliminary Auctions.

Bidding at the Auction will be conducted in rounds. The Lead Bid will be the initial Opening Bid for the first round and the highest or best Overbid at the end of each round shall constitute the Opening Bid for the following round. All Bids made after the initial Opening Bid must be Overbids made and received on an open basis (i.e. fully disclosed to other Auction Bidders). In each round, a Bidder may submit no more than one Overbid. Any Bidder who bids in a round is entitled to participate in the next round of bidding. Each round of bidding will be open for the lesser of 20

minutes or until each Bidder has either submitted its Overbid or confirmed to the Monitor that it will not be submitting an Overbid. For clarity, the Stalking Horse Bidder may submit an Overbid, in each round.

During each round, each Bidder and its representatives will have a dedicated break-out room for any internal discussions, if required, prior to submitting its Overbid. Each Bidder will also be provided a dedicated phone number to contact the Monitor should it have any questions while in its break-out room or decides to confirm to the Monitor that it will not be submitting an Overbid.

Any subsequent round of bidding will commence once the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has reviewed all Overbids submitted and has identified the Opening Bid for the following round. The Monitor may request any Bidder to clarify its Overbid, if required, during this time.

An Overbid must be made in minimum purchase price increments of C\$500,000 above the Opening Bid, or such increments as the Monitor, in consultation with the Sales Advisor and the AgraCity Group, may determine in order to facilitate the Auction. Each Overbid must clearly specify the consideration offered. The Monitor's preference is that such consideration be comprised primarily of cash, assumed liabilities, or a combination thereof; however, other forms of consideration may be reviewed and considered at the sole discretion of the Monitor, in consultation with the Sales Advisor and the AgraCity Group. You will be advised at the Auction if there is any change to the minimum purchase price increment. If, during the course of the Auction, a Bidder seeks to modify any term of the underlying definitive purchase agreement other than the purchase price as part of the Bidder's Overbid, the Monitor in consultation with the Sales Advisor and the AgraCity Group, will consider whether such modification is:

1. more or less favourable than any prior Overbid of such Bidder; and
2. in accordance with conditions for a Bid set forth in section 28 of the SISP.

An Overbid must comply with the requirements for a Qualified Bid; however, the Bid Deadline will not apply. At the end of each round of bidding, the Monitor will announce the Lead Bid, following consultation with the Sales Advisor and the AgraCity Group, as it deems appropriate. The Lead Bid will be determined with reference to the conditions set forth in section 28 of the SISP.

If at the end of any round of bidding a Bidder (other than the Bidder that submitted the Opening Bid, as applicable,) fails to submit an Overbid, then the Bidder will not be entitled to proceed to the next round of the Auction.

Bidders must obtain all necessary approvals and funding commitments in advance of the Auction and/or have authorized representatives present at the Auction to provide the necessary approvals for any Overbid. No conditional Overbids will be accepted.

If, in any round of bidding, no Overbid is made, the Auction shall be closed and the Monitor shall, in consultation with the Sales Advisor and the AgraCity Group:

1. declare the last Opening Bid as the Winning Bid and the party or parties submitting such Winning Bid, the Winning Bidder(s);
2. immediately review the other Overbids made in the previous round (or Qualified Bid(s) if no Overbids were made at the Auction) and identify and record the next

highest and/or best Overbid (or Qualified Bid(s)) the Initial Back-Up Bid and the party submitting such Initial Back-Up Bid, the Initial Back-Up Bidder(s); and

3. advise any Winning Bidder(s) and Initial Back-Up Bidder(s) of such determinations and all other Bidders that they are not the Winning Bidder or Initial Back-Up Bidder.

The Initial Back-Up Bid is to be kept open and available for acceptance until the earlier of:

1. closing of the Court-approved transaction with the Winning Bid; or
2. determining that the Stalking Horse Bidder is the Winning Bidder upon submission of a Topping Bid.

The Auction is to be closed once the Winning Bidder(s) and Initial Back-Up Bidder(s) are identified.

The Winning Bidder(s) must promptly complete, execute, and deliver such revised and updated definitive transaction agreement(s) as may be required to reflect and evidence the Winning Bid.

Attendance by Video Conference

The Monitor has determined that the Auction will be conducted via Microsoft Teams video Conference. Please be aware of the following conditions to Auction attendance:

1. the Sales Advisor must receive an executed copy of the Participant Certificate on or before **12:00 p.m. (CT)** on the day prior to the date of the Auction, which shall include the names, emails, and phone numbers of the Bidder's authorized representatives who are attending the Auction (with the exception of the Winning Bidders of the Preliminary Auctions); and
2. a person(s) with the ability to bind the Bidder(s) at Auction must be present and available at all times and provide the Monitor with contact number(s) for that person(s), who must be accessible for the duration of the Auction.

Should you have any questions regarding the foregoing, you may contact the Sales Advisor at the contact details noted below:

The Sales Advisor:

Mike Campbell¹
Managing Director
+1 306 649 8305

Samuel Watson
Vice President
+1 604 891 8480

Michael.Campbell@parthenon.ey.com Samuel.Watson@parthenon.ey.com

¹ U.S. inquiries should be directed to EY-Parthenon BD Inc. via Mike Campbell.

Yours truly,

Ernst & Young Inc., Monitor of the AgraCity Group

Participant Certificate

In connection with the Auction Process for the Entities
and/or Assets of the AgraCity Group

Reference is made to the order (the “**SISP Order**”) of the Court of King’s Bench for Saskatchewan granted on December 11, 2025, under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) that, among other things, approved a sale and investment solicitation process (the “**SISP**”) for all or some of the assets and operations of the AgraCity Group. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the SISP Order or the SISP.

I, _____, the _____ of the below-defined Bidder,
Name of Authorized Person *Position / Title*

solely in my capacity as an officer and/or director of the Bidder and not in any individual capacity, hereby certify, without personal liability, for the purposes of the Auction being conducted under the SISP Order, as follows:

1. The Participant Certificate is complete on behalf of:
_____ (the “**Bidder**”).
2. I have the legal authority to bind the Bidder.
3. The Bidder has received and reviewed the auction process letter (which enclosed this Participant Certificate) from Ernst & Young Inc. dated March 6, 2026, and understands and agrees to the auction process set out therein.
4. The Bidder’s representatives who are authorized to attend the Auction on behalf of the Bidder are the following individuals:

	Name	Title	Email	Phone Number
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				
j.				

5. The Bidder's representatives will be attending the Auction via videoconference.
6. The Bidder has not engaged in any collusion with respect to the bid process or the Auction.
7. The Bidder's Bid is a good-faith *bona fide* offer for which the Bidder has (or will at Closing have) available funds or firm financing in place.
8. The Bidder intends to consummate the proposed transaction if selected as the Winning Bid or the Initial Back-Up Bid.

IN WITNESS WHEREOF, the undersigned has executed this certificate on March ____, 2026.

Name:

Title:

Appendix **"H"**
Redacted Clarification Letter

STRICTLY CONFIDENTIAL

March 8, 2026

Re: Auction Process for the Crop Protection Property

Thank you for participating in the SISP.¹

The Monitor has now had the opportunity to perform a more detailed analysis regarding the CPP Bids received by the Phase 2 bid deadline, respond to questions raised by the Crop Protection Bidders, and consult with the Sales Advisor and the AgraCity Group regarding the valuation methodology to be employed for the CPP Auction.

As a result of this process, the Monitor has determined that there is value to the Crop Protection Entities if, as a result of accepting a given CPP Bid, they are able to retain certain assets and liquidate them by other means.

The purpose of this letter is to advise that, for tomorrow's CPP Auction, the Monitor will be ascribing the following values to the asset categories set out below:

[REDACTED]

In light of the foregoing, the Monitor, in consultation with the Sales Advisor and the AgraCity Group, has determined that the initial highest and best offer received for the CPP Property (i.e., the Lead Bid) is the CPP Bid received from FH Agrochemical International Trade Pte. Ltd., a copy of which is enclosed.

For ease of reference, the salient terms of the Lead Bid for tomorrow's CPP Auction are:

[REDACTED]

¹ Unless otherwise defined herein, capitalized terms will have the meanings given to them in our letter dated March 6, 2026.

² Should a Crop Protection Bidder or En Bloc Bidder not require inventory to be purchased by AgraCity Crop & Nurtition Ltd., these funds would be available to pay down the Interim Financing.

Should you have any questions regarding the foregoing, please contact the Sales Advisor:

Mike Campbell¹

Managing Director

+1 306 649 8305

Michael.Campbell@parthenon.ey.com

Samuel Watson

Vice President

+1 604 891 8480

Samuel.Watson@parthenon.ey.com

¹ U.S. inquiries should be directed to EY-Parthenon BD Inc. via Mike Campbell.

Yours truly,

Ernst & Young Inc., Monitor of the AgraCity Group

Appendix "I"
Sales Advisors email re: Viking Only Auction

Paul Lim

From: Samuel Watson
Sent: March 9, 2026 3:30 PM
Cc: Peter Chisholm; Paul Lim; Mike Campbell; pfedoroff; cfrith
Subject: AgraCity Auction Update

Importance: High

Thank you for your patience.

We are writing to advise that, in light of the confusion amongst the bidders as to the ability to offer to purchase or make an investment in Viking Crop Protection Partners Inc. (“**Viking**”), the Monitor will be conducting another round of bidding in respect of Viking alone, with Everagro HK Limited’s bid serving as the lead bid.

For clarity, all CPP Auction participants are invited to participate in the Viking auction and the minimum overbid for the Viking opportunity is \$500,000.

We will be inviting everyone to rejoin the auction at 3:45.



Samuel Watson CPA, CBV | EY-Parthenon | Vice President | M&A

EY-Parthenon Corporate Finance Inc.
1133 Melville St, Vancouver, British Columbia, Canada V6E 4E5
Direct:604 891 8480 | Cell:778 866 0060 | Samuel.Watson@parthenon.ey.com
Website: www.ey.com

Appendix “**J**”
Sales Advisors email re: Restarting CPP Auction

Paul Lim

From: Samuel Watson
Sent: March 9, 2026 5:18 PM
Cc: Peter Chisholm; Paul Lim; Mike Campbell; pfedoroff; cfrith
Subject: AgraCity Group Auction - Next Steps

Thanks everyone for your patience while we try to work through this difficult process.

The Monitor is restarting the CPP Auction from the beginning.

That means that, as per last night's letter, FH Agrochemical International Trade Pte. Ltd. is the Lead Bid.

This remains an auction for all of the CPP Property (i.e., the CPP Entities (or their Assets)). You can submit a bid for whatever CPP Property that you wish to acquire and we will ascribe the values to any assets left behind as per last night's clarification letter.

If you do not submit a bid that, on its own is capable of qualifying as a Superior Offer either alone or in combination with the Genesis Winning Bid, you run the risk of not proceeding to the next round unless your bid can be paired with another bid for different assets to achieve that result.

As per the Participation Letter, the Lead Bid will be permitted amend its bid to participate in round 2.

We will begin the meeting at 5:30pm Saskatchewan time



Samuel Watson CPA, CBV | EY-Parthenon | Vice President | M&A

EY-Parthenon Corporate Finance Inc.
1133 Melville St, Vancouver, British Columbia, Canada V6E 4E5
Direct:604 891 8480 | Cell:778 866 0060 | Samuel.Watson@parthenon.ey.com
Website: www.ey.com

Appendix “**K**”

Sales Advisors email re: Preliminary Auction Results (Redacted)

Paul Lim

From: Samuel Watson
Sent: March 9, 2026 7:43 PM
Cc: Peter Chisholm; Paul Lim; Mike Campbell; pfedoroff; cfrith; Reid, James; Cressatti, Matthew; Massie, Sam
Subject: AgraCity Group - En Bloc Auction

Good evening,

The following is notice that the Preliminary Auctions for the Genesis Property and the Crop Protection Property has concluded with the Winning Bidders in each Preliminary Auction, along with the details of the respective Winning Bids, below:

- **Winning Genesis Bidder:** HarvestGuard Agronomy Ltd. ("**HarvestGuard**") with a Winning Genesis Bid valued at [REDACTED]
- **Winning Crop Protection Bidder:** FH Agrochemical International Trade PTE. Ltd. ("**FH Agro**") with a Winning Crop Protection Bid valued at [REDACTED]

The Opening Bid for the upcoming en-bloc auction will be the combination of Harvestguard's Genesis Bid and FH Agro's CPP Bid, with a combined value of [REDACTED].

HarvestGuard will be asked to submit an Overbid of at least \$500,000 to begin the En Bloc.

Regards,



Samuel Watson CPA, CBV | EY-Parthenon | Vice President | M&A

EY-Parthenon Corporate Finance Inc.
1133 Melville St, Vancouver, British Columbia, Canada V6E 4E5
Direct:604 891 8480 | Cell:778 866 0060 | Samuel.Watson@parthenon.ey.com
Website: www.ey.com

Appendix “L”
Redacted copy of the Purchase Agreement

UNITED FARMERS OF ALBERTA CO-OPERATIVE LIMITED

- AND -

**AGRACITY CROP & NUTRITION LTD., MPOWER LOGISTICS LTD., NEWAGCO INC.,
CARBONTERRA LTD., AGRONOMAX FARM MANAGEMENT SOLUTIONS INC., 14492676
CANADA INC., VIKING CROP PRODUCTION PARTNERS INC., 101114752 SASKATCHEWAN
LTD., 101072497 SASKATCHEWAN LTD., CATALYST TECHNOLOGIES LTD., 101187148
SASKATCHEWAN LTD., FNA AGRACITY HOLDINGS LTD., GENESIS GRAIN & FERTILIZER GP
INC., GENESIS GRAIN AND FERTILIZER LIMITED PARTNERSHIP, GENESIS OPERATING GP
INC., and GENESIS G&F OPERATING LP**

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

DATED MARCH 12, 2026

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, dated March 12, 2026, is made by and among:

UNITED FARMERS OF ALBERTA CO-OPERATIVE LIMITED, or its nominee

(hereinafter, the "**Purchaser**")

-and-

AGRACITY CROP & NUTRITION LTD., MPOWER LOGISTICS LTD., NEWAGCO INC., CARBONERRA LTD., AGRONOMAX FARM MANAGEMENT SOLUTIONS INC., 14492676 CANADA INC., VIKING CROP PRODUCTION PARTNERS INC., 101114752 SASKATCHEWAN LTD., 101072497 SASKATCHEWAN LTD., CATALYST TECHNOLOGIES LTD., 101187148 SASKATCHEWAN LTD., FNA AGRACITY HOLDINGS LTD., GENESIS GRAIN & FERTILIZER GP INC., GENESIS GRAIN AND FERTILIZER LIMITED PARTNERSHIP, GENESIS OPERATING GP INC., and GENESIS G&F OPERATING LP

(hereinafter, collectively, the "**AgraCity Group**")

RECITALS:

WHEREAS the AgraCity Group consists of a group of affiliated corporations, based in Saskatoon, Saskatchewan, whose Business is primarily focused on providing crop inputs and agronomic solutions directly to farmers;

AND WHEREAS the AgraCity Group conducted a strategic review process with a view to finding an investor or a purchaser who would allow the AgraCity Group to pursue its operations as a going concern and maximize value for stakeholders (the "**Pre-Filing Strategic Process**");

AND WHEREAS on December 1, 2025, the Initial Applicants commenced the CCAA Proceedings in order to, *inter alia*, preserve the value of the Business and permit the Initial Applicants to seek a going concern transaction;

AND WHEREAS, on December 11, 2025, the Initial Applicants obtained approval of the ARIO and the SISP Order, to pursue the SISP with a view to implementing a transaction;

AND WHEREAS the Pre-Filing Strategic Process culminated with the execution of the Stalking Horse Term Sheet;

AND WHEREAS pursuant to the ARIO, the Genesis Entities obtained protection under the CCAA, were added to the CCAA Proceedings, as additional applicants, and became subject to the ARIO, the SISP, and SISP Order;

AND WHEREAS pursuant to the SISP Order, among other things, the Subscription Agreement, dated December 10, 2025 (the "**Original Agreement**"), between the Purchaser and the AgraCity Group, was approved as the stalking horse bid under the SISP;

AND WHEREAS the Original Agreement contemplated, among other things: (i) the subscription by the Purchaser for, and the issuance by the AgraCity Group of, certain Subscribed Shares and Units (as defined in the Original Agreement); (ii) the completion of an Equity

Reorganization (as defined in the Original Agreement); (iii) the granting of an Approval and Reverse Vesting Order (as defined in the Original Agreement), and the reverse vesting of certain Claims and encumbrances thereunder; and, (iv) various other steps in relation to same;

AND WHEREAS following the completion of due diligence steps, in relation to the Original Agreement, the Purchaser has determined that it wishes to proceed with an asset purchase and sale agreement to be approved pursuant to a Sale Approval and Vesting Order, in lieu of an Approval and Reverse Vesting Order (as defined in the Original Agreement);

AND WHEREAS the Auction was held on March 9, 2026;

AND WHEREAS, following the completion of the Auction and the selection of the Winning Bids (as defined in and contemplated by the SISP Procedures) under the Auction, the Purchaser elected to exercise its right to submit a Topping Bid under the SISP;

AND WHEREAS this Agreement is a Topping Bid, delivered pursuant to the SISP, and amends and restates, in its entirety, the Original Agreement;

AND WHEREAS in accordance with the SISP, following the exercise of the Purchaser's right to submit a Topping Bid, this Agreement is and shall be deemed to be the Successful Bid;

AND WHEREAS the Purchaser has agreed to purchase, from the AgraCity Group, the Purchased Assets, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this Agreement:

"Action" means any Claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation, of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, including, among others, any by or before any Governmental Authority.

"Administration Charge" means the priority charge against the Property, in the maximum amount of \$1,000,000, pursuant to the ARIO, to secure the fees and disbursements of the Monitor, the Monitor's counsel, and the AgraCity Group's counsel.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person is deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract, position, or otherwise; and the term **"controlled"** shall have a similar meaning.

"AgraCity Group" has the meaning given to it in the Recitals.

"Agreement" means this Amended and Restated Asset Purchase Agreement, among the Purchaser and the AgraCity Group, including all schedules hereto, all of which, as may be subsequently amended, supplemented, restated, or otherwise modified, in accordance with the terms hereof.

"Applicable Law" means, with respect to any Person, property (real or personal), transaction, interest, approval, notification, event, Authorization, or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any Order granted in the CCAA Proceedings or any securities laws or requirements of stock exchanges, and any consent, decree, or administrative or regulatory Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property (real or personal), transaction, event, or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"ARIO" means the Amended and Restated Initial Order granted on December 11, 2025, in the CCAA Proceedings.

"Assigned Contracts" means: (i) those Contracts of the AgraCity Group, listed in **Schedule "F"**, an amended list of which may be delivered by the Purchaser no later than two (2) Business Days before the Closing Date; and, (ii) solely in the event that the Specified Lease Condition is satisfied as contemplated by Section 5.12, such Specified Leases in respect of which the Specified Lease Condition has been satisfied, to the satisfaction of the Purchaser, in its sole and unfettered discretion.

"Assigned Contracts Assignment Agreement" has the meaning given to it in Section 3.1.

"Assumed Liabilities" means, only: (i) those Liabilities of the AgraCity Group specifically and expressly designated by the Purchaser as Assumed Liabilities and listed in **Schedule "G"**, an amended list of which may be delivered by the Purchaser no later than two (2) Business Days before the Closing Date; and, (ii) Liabilities which relate to the Business under any Assigned Contracts, or Permitted Encumbrances (in each case, to the extent forming part of the Purchased Assets), arising out of events or circumstances that occur after Closing. For greater certainty: (a) subject to the limitations set forth in Section 2.1(a), the Farmer Reconciliation Obligations shall be Assumed Liabilities to the extent of the obligation to provide Farmer Replacement Credit; and, (b) any and all other Liabilities of the AgraCity Group, other than the specific Assumed Liabilities, shall constitute and form part of the Excluded Liabilities.

"Assumed Liabilities Allocation" means the allocation of the Assumed Liabilities and Farmer Reconciliation Obligations in accordance with **Schedule "M"**. For greater certainty, on Closing, the Assumed Liabilities and Farmer Reconciliation Obligations shall be assumed by, transferred to, and vested in, the Purchaser or Purchaser Nominees in the manner and entity described in **Schedule "M"**, all in accordance with the Sale Approval and Vesting Order.

"Auction" has the meaning given to it in the SISP Procedures.

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege, interest, or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction, interest, or event, or with respect to any of such Person's property or business or affairs (including, without limitation, any zoning approval, mining permit, development permit, or building permit, and any approval, permit, authorization, or similar matter or thing, required in connection with the sale, marketing, possession, or production, of any property or assets) or from any Person in connection with any easements, contractual rights or other matters.

"Books and Records" means all books, records, files, papers, books of account, and other financial data relating to the Purchased Assets, the Assigned Contracts, the Assumed Liabilities, or the PMRA Assets, in the possession, custody or control of the AgraCity Group, including sales and advertising materials, sales and purchase data, trade association files, research and development records, registrations, PMRA submission materials, Formulas, Product Specifications, Confidential Information, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media, and including copies of Tax Returns related to the AgraCity Group.

"Break Fee" means \$1,000,000.00 (One Million Canadian Dollars) in cash, secured by the Stalking Horse Charge under the SISP Order.

"Break Fee Charge" means the priority charge against the AgraCity Group's property granted by the Court within the CCAA Proceedings, securing the Break Fee.

"Business" means the business and operations carried on by the AgraCity Group as at the date of the Original Agreement and as at the date of Closing.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Saskatchewan.

"Business Deposit" means any deposit, prepayment, or similar payment, made by any contractual counterparty, customer, or purchaser, to any one or more of the AgraCity Group, in relation to the provision of any goods or services in connection with the Business, including, for greater certainty, any deposit or prepayment made in respect of any purchase order or similar agreement or arrangement, other than any specifically and expressly designated by the Purchaser as Purchased Assets or Assigned Contracts.

"Cash Consideration" has the meaning given to it in Section 2.1(f).

"Cash Consideration Accounting" has the meaning given to it in Section 2.2.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36.

"CCAA Proceedings" means the proceedings commenced by the Initial Applicants, involving the AgraCity Group, under the CCAA, in the proceedings bearing Court File number KBG-SK-1435-2025.

"CFIA" means the Canadian Food Inspection Agency.

"CFIA Registrations and Labels" means, collectively, all registrations made by or on behalf of or for the benefit of any of the AgraCity Group or which the AgraCity Group, jointly or severally, has any interest in, with the CFIA and all related labels used in connection with the Business or any Products, including, without limitation, those listed in **Schedule "I"** (which, for greater certainty, is a non-exhaustive list of CFIA Registrations and Labels and shall not be deemed to implicitly exclude any other CFIA Registrations and Labels).

"Claim" means, collectively: (i) any claim provable in bankruptcy, as such term is defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and includes, for greater certainty and without limitation, all unknown, unasserted, future, or contingent claims; (ii) any claims which are or could have been asserted within the CCAA Proceedings, regardless of whether such claims are provable in bankruptcy; (iii) any other claim, Liability, or Action affecting the AgraCity Group or the Property, regardless of whether such claims are provably in bankruptcy, and including, without limitation,

property claims, ownership claims, or trust claims; and, (iv) any other assertion of a right or interest against the AgraCity Group or the Property, by any Person.

"Closing" means the completion of the Transactions, in accordance with the terms, conditions, and all other provisions of this Agreement, subject to all amendments, supplements, and revisions, as contemplated herein.

"Closing Date" means the date that is five (5) days following the issuance of the Sale Approval and Vesting Order and the satisfaction of all other conditions precedent set forth in Sections 7.1 and 7.2, or such earlier or later date as may be agreed by the Parties in writing.

"Closing Time" means the specific time on the Closing Date at which Closing occurs, as evidenced by the Monitor's Certificate.

"Conditions Certificates" has the meaning set out in Section 7.3.

"Confidential Information" means all trade secrets and other confidential information, in any form or medium, that relate to the Business, Products, Formulas, PMRA Assets, financial position or condition, services, research and development or Intellectual Property Rights of the AgraCity Group, or that relate to any of its suppliers/vendors, distributors, customers, independent contractors or other business relations.

"Contracts" means all contracts, agreements, deeds, licenses, leases, obligations, purchase orders, commitments, promises, undertakings, engagements, understandings, or arrangements, to which any member of the AgraCity Group is a party to or is bound by or under which the AgraCity Group has, or will have at Closing, any right, interest, or liability or contingent right, interest, or liability (in each case, whether written or oral, express or implied).

"Corporate IP" means the Owned IP and the Licensed IP.

"Corporate IP Agreements" means all licences, sublicences, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions, and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Corporate IP, which AgraCity Group is a party, beneficiary, or otherwise bound by or has an interest in.

"Court" means the Court of King's Bench of Saskatchewan.

"Credit Bid Amount" means an amount equal to all Interim Financing Obligations (including as may be amended and approved by subsequent Court Order), on a dollar-for-dollar basis, outstanding as at Closing.

"Cure Costs" means: (i) all monetary defaults in relation to the Assigned Contracts, as at the date of Closing, other than those arising by reason of the AgraCity Group's insolvency, the commencement of the CCAA Proceedings by the AgraCity Group, or the AgraCity Group's failure to perform a non-monetary obligation; and, (ii) all PMRA and CFIA Claims.

"Cure Costs Amount" has the meaning given to it in Section 2.1(e).

"D&O Charge" means the priority charge against the Property, in the maximum amount of \$250,000, to secure the AgraCity Group's obligations in respect of the indemnification of the AgraCity Group's directors and officers, granted pursuant to the ARIO.

"Data" means all scientific, technical, regulatory, and other data and information generated, commissioned, owned, controlled, or relied upon by the AgraCity Group or any of its members or entities in connection with the PMRA Registrations or the Products, including study reports, raw data, summaries, analyses, and supporting documentation.

"Data Reliance Agreements" means all agreements, settlements, ministerial agreements, binding arbitration awards, compensation arrangements, or other instruments pursuant to which AgraCity Group or any of its members or entities, jointly or severally, has obtained Data Rights or Letters of Access, including all amendments and related correspondence, for the purposes of the PMRA registration process, or which otherwise relate, in any manner, to any of the PMRA Assets or Corporate IP.

"Data Rights" means all rights of the AgraCity Group or any of its members or entities, jointly or severally to own, use, rely upon, reference, or authorize PMRA's reliance on the Data and Studies, including rights arising under statute, regulation, agreement, arbitral award, settlement, or otherwise.

"Discharged" means, in relation to any Encumbrance against any Person or asset, undertaking or property (real or personal), including all proceeds thereof, the full, final, complete, irrevocable, and permanent waiver, release, discharge, cancellation, termination, and extinguishment of such Encumbrance, against such Person, asset, undertaking or property (real or personal) and all proceeds thereof.

"Employees" means all individuals who, as of the Closing Time, are employed by the AgraCity Group, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired.

"Employment Offer Letters" means the new employment offer letters to be offered by the Purchaser to the Key Employees, with such Employment Offer Letters to be on terms acceptable to the Purchaser, acting reasonably, and conditional upon Closing.

"Encumbrances" means all Claims, registrations, Liabilities (direct, indirect, absolute, or contingent), obligations, prior Claims, right of retention, liens, security interests, charges, hypothecs, trusts (including, without limiting the generality of the foregoing, express trusts, Quistclose trusts, bare trusts, oral trusts, and any Claim, Liability, or Action in relation to any form of trust, whether or not asserted or known as at Closing), deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, royalties, privileges, assignments, levies, taxes, notices of sale, contractual rights (including reservations of ownership, rights of pre-emption, purchase options, rights of first refusal, rights of first offer, or any other pre-emptive contractual rights), ownership Claims, and any other similar encumbrances or interests, whether or not they have been registered, published or filed, whether attached or unattached, whether perfected or unperfected, secured, unsecured, statutory, or otherwise, whether contingent, liquidated, unliquidated, future, or present, and whether financial, monetary, contractual, statutory, equitable, legal, or otherwise.

"Encumbrances to Be Discharged" means all Encumbrances against, relating to, registered with respect to, or affecting, the Purchased Assets (including, in particular but without limiting the generality of the foregoing, the PMRA Assets and the Assigned Contracts), including, without limitation, the Encumbrances listed in **Schedule "E"** (which, for greater certainty, is a non-exhaustive list of the Encumbrances to Be Discharged and shall not be deemed to implicitly exclude the Discharge of any other Encumbrances), but excluding, solely, the Permitted Encumbrances.

"Equipment" means, collectively, all equipment, tools, vehicles, machinery, computers, fixtures, furniture, hardware, and other tangible Personal Property, used in connection with the Business or

which the AgraCity Group has any interest, in, to, or against, and includes any accessions or attachments to any of the aforementioned.

"Equity Interests" means, collectively, all equity interests, ownership rights, partnership units, limited partnership units, warrants, options, and other rights or interests evidencing or relating to any ownership rights, of any nature or kind, of any member of the AgraCity Group, whether voting or non-voting, whether preferred, common, or otherwise, whether convertible or otherwise, including, without limitation, any contract, plan, indenture, deed, certificate, subscription rights, conversion rights, preemptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with any such equity interests.

"Excluded Assets" means only those assets listed in **Schedule "B"**, an amended list of which may be delivered by the Purchaser no later than two (2) Business Days prior to the hearing of the application seeking the Sale Approval and Vesting Order. The Excluded Assets shall include, in any event, the following, which shall not be removed from **Schedule "B"** by the Purchaser unless the Monitor and the AgraCity Group agree to such removal, in writing: (i) the Cash Consideration; (ii) any and all Equity Interest of the AgraCity Group in Genesis Fertilizers Limited Partnership; and, (iii) all other Equity Interests held by any of the AgraCity Group. Additionally, in the event that the Specified Lease Condition is not satisfied as contemplated by Section 5.12, with respect to any or all of the Specified Leases, "Excluded Assets" shall automatically include any and all such Specified Lease(s) in respect of which the Specified Lease Condition has not been satisfied.

"Excluded Contracts" means: (i) all Contracts held by or for the benefit of the AgraCity Group or any member thereof or in which the AgraCity Group, or any member thereof, has any interest, in, to, or against, other than the Assigned Contracts, including, but not limited to those Contracts listed in **Schedule "C"** (which, for greater certainty, is a non-exhaustive list of Excluded Contracts and shall not be deemed to implicitly limit the Excluded Contracts, in any manner); and, (ii) in the event that the Specified Lease Condition is not satisfied as contemplated by Section 5.12, with respect to any or all of the Specified Leases, "Excluded Contracts" shall include any Specified Lease in respect of which the Specified Lease Condition has not been satisfied.

"Excluded Liabilities" means all debts, obligations, Liabilities, Encumbrances (other than, solely, the Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the AgraCity Group, jointly or severally, or the Purchased Assets and including, among others, all which relate to any Excluded Assets or Excluded Contracts, and further including, *inter alia*: (i) the non-exhaustive list of those certain Liabilities set forth in **Schedule "D"** (which, for greater certainty, is a non-exhaustive list of Excluded Liabilities and shall not be deemed to implicitly make any other Liability an Assumed Liability); (ii) any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which the AgraCity Group may be bound as at the Closing Time, including any such Liability as may apply with respect to Employees under any employment agreement provisions similar to a change of control clause; (iii) Liabilities owed to Employees whose employment with the AgraCity Group or its Affiliates is terminated on or before Closing, including Liabilities for severance, notice in lieu of severance, or similar type obligations; (iv) all Liabilities relating to or under the Excluded Contracts and Excluded Assets, (v) all Liabilities to any purchaser or contractual counterparty in respect of any Business Deposit (other than the Farmer Reconciliation Obligations or those designated by the Purchaser as Assumed Liabilities); (vi) all Liabilities related to any intercompany indebtedness and Liabilities owed to any member of the AgraCity Group, by another member(s) of the AgraCity Group; and (vii) any and all other Liabilities, of

any kind or nature, whatsoever, which are not Assumed Liabilities. For clarity, only Assumed Liabilities shall be excluded from and not form part of the Excluded Liabilities.

"Excluded Permits and Licenses" means those Permits and Licenses which are specifically and expressly designated by the Purchaser as Excluded Assets, as contemplated by this Agreement.

"Farmer Reconciliation Obligations" means all indebtedness, liabilities, and obligations of the AgraCity Group to Farmer Reconciliation Parties in relation to any failure by the AgraCity Group to deliver Product to the Farmer Reconciliation Parties.

"Farmer Reconciliation Parties" means all Persons who, as of the Closing Date, hold Claims against the AgraCity Group in respect of orders of Product which have not been fulfilled by the AgraCity Group.

"Farmer Replacement Credit" means in-house credit to be granted by the PackingCo Nominee, which may be utilized by the applicable Farmer Reconciliation Parties to purchase Products, post-Closing, but which shall not be exchangeable for cash or otherwise refundable and shall be granted on a non-recourse basis. Farmer Replacement Credit shall be provided to the Farmer Reconciliation Parties on a *pro rata* basis in accordance with their respective portions of the Farmer Reconciliation Obligations (with all Farmer Reconciliation Obligations being replaced with Farmer Replacement Credit, on a dollar for dollar basis), in accordance with Section 2.1(a).

"Final Order" means an Order that satisfies the following conditions: (i) it is in full force and effect; (ii) it has not been reversed, modified, or vacated, and is not subject to any stay; and, (iii) all applicable appeal or leave periods have lapsed without an appeal or application for leave to appeal having been brought, or, if any appeal or application for leave to appeal has been brought, such appeal(s) or application(s) for leave to appeal has been dismissed and no further appeal(s) or application(s) for leave to appeal have been taken and the applicable time period(s) for doing so shall have lapsed.

"Formulas" means, collectively, any and all formulas, formulation specifications, and requirements, relating to the quality and composition of Products, recipes, processes, practices, and other proprietary or Confidential Information or Data, in any form, held by or for the benefit of the AgraCity Group or any of its members or entities, jointly or severally, or used by the AgraCity Group in connection with the Business, or which: (i) relates to any Products; (ii) relates, in any other manner, whatsoever, to the PMRA Assets; or, (iii) is otherwise related, in any manner, whatsoever, to any trade secrets, Confidential Information, or other Business information that has any commercial value derived in whole or in part from its secrecy. If and where applicable, **"Formulas"** includes any of the aforementioned which are licensed by the AgraCity Group or which are otherwise used by the AgraCity Group pursuant to any Contract.

"Genesis Assets" means, collectively, the Property of the Genesis Entities.

"Genesis Entities" means, collectively, Genesis Grain & Fertilizer GP Inc., Genesis Grain & Fertilizer Limited Partnership, Genesis Operating GP Inc., and Genesis G&F Operating LP.

"Genesis Facility" means the fertilizer production and distribution facility located at or near Belle Plaine, Alberta, and includes all associated Personal Property and real property. Without limiting the generality of the foregoing, the Genesis Facility includes, among other interests, the real property bearing Surface Parcel #102697094, NW Se 22-Twp 17-Rge 24-W2 Extension 1, and all improvements located thereon.

"Governmental Authority" means the government of Canada, or any other nation, or any political subdivision thereof, whether state, provincial (including the government of Saskatchewan), territorial, municipal or local, or any agency, authority, instrumentality, regulatory body, court, arbitrator or

arbitrators, tribunal, central bank or other entity exercising executive, ministry, registry, legislative, judicial or arbitral, taxing, regulatory, or administrative powers or functions (including any applicable stock exchange), in any manner or method, whatsoever.

"GST" means the goods and services tax imposed under Part IX of the *Excise Tax Act* (Canada).

"Initial Applicants" means, collectively, AgraCity Crop & Nutrition Ltd., MPower Logistics Ltd., NewAgCo Inc., Carbonterra Ltd., AGRONOMAX Farm Management Solutions Inc., 14492676 Canada Inc., Viking Crop Production Partners Inc., 101114752 Saskatchewan Ltd., 101072497 Saskatchewan Ltd., Catalyst Technologies Ltd., 101187148 Saskatchewan Ltd., and FNA AgraCity Holdings Ltd.

"Initial Order" means the Initial Order, granted within the CCAA Proceedings on December 1, 2025.

"Intellectual Property Rights" means (a) any and all worldwide proprietary rights or interests provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) semi-conductor chip or mask work law, or (vi) any other applicable statutory provision or common law principle, including trade secrets, that may provide a right in ideas, formulae, algorithms, concepts, inventions, works, or know-how, or the expression or use thereof, and including all past, present, and future causes of action, rights of recovery, interests, and Claims for damages, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing, and (b) any and all applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing.

"Interim Facility" means the senior secured, super priority, interim financing, non-revolving, loan facility made available to the AgraCity Group by the Interim Lender, pursuant to the Interim Financing Term Sheet, the ARIO, and the Interim Financing Amendment Order, and secured by the Interim Lender's Charge.

"Interim Financing Amending Agreement" means the First Amending Agreement to Interim Financing Term Sheet, dated effective as of February 20, 2026, between the AgraCity Group, as borrowers, and the Interim Lender, as lender

"Interim Financing Amendment Order" means the Stay Extension and Approval Order granted on February 24, 2026, in the CCAA Proceedings, among other things, increasing the amount of the Interim Lender's Charge and approving the Interim Financing Amending Agreement.

"Interim Financing Obligations" means all indebtedness, liabilities, and obligations owing by the AgraCity Group to the Interim Lender under the Interim Financing Term Sheet, including, without limitation, all Lender's Expenses, principal, interest, fees, costs and expenses (including professional fees, and legal fees, on a solicitor and their client, full indemnity basis).

"Interim Financing Term Sheet" means the Interim Financing Term Sheet, dated as of December 5, 2025, between the AgraCity Group, as borrowers, and the Interim Lender, as lender, as amended by the Interim Financing Amending Agreement.

"Interim Lender" means United Farms of Alberta Co-operative Limited, in its capacity as lender under the Interim Financing Term Sheet.

"Interim Lender's Charge" means the priority charge, against all Property, securing the Interim Financing Obligations, granted pursuant to the ARIO, as amended by the Interim Financing Amendment Order.

"Interim Period" means the period from the date of the Original Agreement up to and until the Closing Time.

"Inventory" means all inventory owned by the AgraCity Group, or which the AgraCity Group has any interest, in, to, or against, or used in the Business, and includes, without limitation, all Products, all goods held by the AgraCity Group for sale or lease, all goods that are to be furnished by the AgraCity Group or have been furnished by the AgraCity Group under a contract of service, all raw materials and work in progress, and all other materials or property, Personal Property, or otherwise, used or consumed in the Business.

"Investment Canada Act" means the *Investment Canada Act*, R.S.C., 1985, c. 28.

"KERP" means the key employee retention plan in respect of the AgraCity Group, as approved by the Court pursuant to the ARIO.

"KERP Charge" means the priority charge against the Property, in the maximum amount of \$400,000, to secure the AgraCity Group's obligations in respect of the KERP, granted pursuant to the ARIO.

"Key Employees" means the Employees identified by the Purchaser as Employees the Purchaser would like to offer employment with the Purchaser pursuant to an Employment Offer Letter, the identity of the Key Employees to be disclosed to the Monitor and the AgraCity Group at least two (2) Business Days prior to Closing.

"Labels" means all PMRA-approved Product labels (including bilingual English/French labels), label text, directions for use, precautionary statements, packaging statements, and label amendments, whether current, historical, or pending approval, associated with the PMRA Registrations.

"Law" has the meaning set out in the definition of **"Applicable Law"**.

"Legal Proceeding" means any litigation, Action, application, suit, investigation, hearing, Claim, complaint, deemed complaint, grievance, civil, administrative, regulatory, criminal, arbitration, proceeding or any other similar proceeding, before or by any court or other tribunal or Governmental Authority including all appeals or reviews thereof and any application for leave for appeal or review.

"Lender's Expenses" has the meaning given to it in the Interim Financing Term Sheet.

"Letters of Access" or **"LOAs"** means any letters, confirmations, or other written instruments issued by a Data holder authorizing PMRA to use or rely upon specified Third-Party Data or Studies to support the PMRA Registrations.

"Liability" means, with respect to any Person, any liability, indebtedness, debt, or obligation, of such Person, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable, contingent, or otherwise, and whether or not same is required to be accrued on the financial statements of such Person.

"Licensed IP" means all Technology and Intellectual Property Rights, other than Owned IP, that are either used in the Business or licensed to AgraCity Group.

"Manufacturing Assets" means all rights of the AgraCity Group or any of its members, jointly or severally, relating to the manufacture and supply of the Products, including the Manufacturing Know-

How and any assignable manufacturing, tolling, supply, quality, or packaging agreements to the extent relating to the Products.

"Manufacturing Know-How" means all technical information, specifications, batch records, quality control criteria, standard operating procedures, methods, processes, and other know-how used or necessary to manufacture, formulate, package, test, or release the Products in conformity with the PMRA Registrations and Product Specifications.

"Monitor" means Ernst & Young Inc. in its capacity as monitor of the AgraCity Group in the CCAA Proceedings, and shall include, as the context so requires, Ernst & Young Inc., in its capacity as monitor or trustee in bankruptcy of the AgraCity Group, to the extent subsequently appointed as such.

"Monitor's Certificate" means the certificate, substantially in the form to be attached as Schedule "A" to the Sale Approval and Vesting Order, to be delivered by the Monitor in accordance with Section 7.3, and thereafter filed by the Monitor with the Court.

"NewAgCo Nominee" means a corporation to be incorporated by the Purchaser, prior to the Closing Date, the identity of such corporation to be disclosed to the Monitor and the AgraCity Group at least two (2) Business Days prior to Closing.

"Order" means any order, directive, judgment, decree, injunction, decision, ruling, award, writ, or anything related thereto, of any Governmental Authority.

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, partnership agreement or similar formation or governing documents of a Person (excluding individuals), in each case, as amended.

"Outside Date" means March 26, 2026, provided that the Purchaser may, at its option and in its sole discretion, extend the Outside Date to any day on or prior to April 26, 2026 by notice to the Monitor and the AgraCity Group, and any further extension must be agreed to by the Purchaser and the AgraCity Group, in writing.

"Owned Data" means all Data and Studies in, to, or against which the AgraCity Group or any of its members, jointly or severally, have any right, title, or interest in.

"Owned IP" means all Technology and Intellectual Property Rights owned, purported to be owned, exclusively held, or created or developed by or on behalf of the AgraCity Group, whether solely or jointly, including all related rights, title, interests and associated goodwill, and including, but not limited to: (i) all software (source and object code), databases, data, algorithms, models, APIs, platforms, domain names, websites, applications and related materials comprising or used in connection with the Carbonterra trading platform and the Agronomax farm management platform, (ii) all trade secrets, know-how, Confidential Information, processes, specifications and Formulas, (iii) all PMRA Assets and related registrations, Regulatory Approvals, submissions, data packages and dossiers issued by or filed with the PMRA or any other Governmental Authority in respect of Products, Manufacturing Know-How, and (iv) all Claims and rights of action relating to any of the foregoing.

"Owned IP Registrations" means all Owned IP that is the subject of any issuance, registration, recordation, Authorization, application, or filing, with any Governmental Authority or authorized private registrar, in any jurisdiction, including all patents, patent applications, industrial designs, trademarks, copyrights, domain names and similar registrations, all PMRA registrations, approvals, submissions and related regulatory filings in respect of Products, all registrations and accounts relating to the Carbonterra trading platform, the Agronomax farm management platform, and associated digital

services (including domain, hosting and platform accounts), and all renewals, continuations, extensions and rights of priority relating thereto.

"PackingCo Nominee" means 2787229 Alberta Limited, a body corporate incorporated pursuant to the laws of the Province of Alberta, wholly owned by the Purchaser.

"Party" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns, and **"Parties"** means more than one of them.

"Permits and Licenses" means the permits, licenses, Authorizations, approvals, directions, or other evidence of authority, related to or in connection with the Business, or granted to, issued to, conferred upon, or otherwise created for, any of the AgraCity Group, including, without limitation, any licenses, permits, certificates, or other Authorization or directions issued or required to be issued, to any of the AgraCity Group, in connection with the operation of the Business, or the ownership of the Purchased Assets and Assigned Contracts, or which are otherwise Related to the Business, in any manner, or which the AgraCity Group has any interest, in, to, or against.

"Permitted Encumbrances" means the Encumbrances related to the Purchased Assets specifically listed in **Schedule "H"**, an amended list of which may be agreed to by the Purchaser and the AgraCity Group, prior to the granting of the Sale Approval and Vesting Order.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Property" means all present and after-acquired personal property that is Related to the Business, or which the AgraCity Group has any interest, in, to, or against, wherever located (including those in possession of suppliers, customers and other third parties), and includes all Equipment and all Inventory.

"PMRA" means the Pest Management Regulatory Agency of Health Canada, together with any successor authority.

"PMRA Assets" means all PMRA Registrations, Labels, Regulatory Records, Product Manufacturing Assets, and all Owned Data and Corporate IP owned or held by or for the benefit of the AgraCity Group, Viking Crop Protection Partners Inc. or NewAgCo Inc., or which the AgraCity Group, Viking Crop Protection Partners Inc. or NewAgCo Inc. have any interest, in, to, or against, and, notwithstanding the foregoing, includes all Formulas, and all other proprietary or Confidential Information or Data, in any form, held by or for the benefit of the AgraCity Group, Viking Crop Protection Partners Inc. or NewAgCo Inc. or any of their members or entities, jointly or severally, or used by the AgraCity Group, Viking Crop Protection Partners Inc. or NewAgCo Inc. in connection with the Business, which relates to, arises from, or is connected, in any manner, whatsoever, with the PMRA Registrations, Labels, Regulatory Records, Product Manufacturing Assets and Corporate IP, and furthermore, includes any Corporate IP or Technology which relates to, arises from, or is connected, in any manner, whatsoever, with any of the aforementioned, regardless of which AgraCity Group member or entity holds legal or beneficial title to same.

"PMRA and CFIA Claims" means all debts, liabilities, and obligations, owed by any one or more of the AgraCity Group to the PMRA and the CFIA, including, without limitation, in respect of any fee, charge, or assessment required to maintain any PMRA Registrations and Labels or any CFIA Registrations and Labels.

"PMRA Registrations" means, collectively, all registrations, approvals, Authorizations, certificates and registration numbers issued by PMRA, in the name of or otherwise for the benefit of any of the AgraCity Group, Viking Crop Protection Partners Inc. or NewAgCo Inc. or which the AgraCity Group, Viking Crop Protection Partners Inc. or NewAgCo Inc, jointly or severally, has any interest in, to, or against. For greater certainty, the PMRA Registrations include all related Authorizations, all work in progress, and all registrations, filings, and notifications, whether yet to be submitted, pending, completed, under review, being re-evaluated or otherwise, which relate in any manner, whatsoever, to any of the aforementioned.

"Pre-Filing Strategic Process" has the meaning given to it in the Recitals.

"Priority Charges" means, collectively, the Administration Charge, the Interim Lender's Charge, the D&O Charge, the KERP Charge, and the Stalking Horse Charge.

"Products" means the products sold by the AgraCity Group and includes, without limitation, all crop inputs, crop protection products, herbicides, fungicides, insecticides, and fertilizers, technical grade active ingredients, end-use products, manufacturing concentrate products, end-use products, equivalencies, co-pack products, including, among others, those registered with PMRA under the PMRA Registrations, or products under review or products in development, including all formulations, ingredients, concentrations, and presentations covered by such registrations or submissions, as applicable.

"Product Manufacturing Assets" means the Products, Product Specifications, Manufacturing Know-How, and all rights and assets necessary to manufacture, formulate, package, test, and release the Products in compliance with the PMRA Registrations.

"Product Specifications" means all statements, disclosures, and documents filed with PMRA describing the composition, formulation, specifications, impurities, and manufacturing parameters of the Products, including PMRA-filed statements describing the composition, formulation, specifications, impurities, and manufacturing parameters of the Products, including Form 6003 and any predecessor or successor forms, confidential formulation disclosures, composition statements, dossiers, and related documents submitted to PMRA describing the quantitative and qualitative composition of the Products, and any equivalents or successors.

"Property" means all present and after-acquired property (real or personal), Personal Property, assets, and undertakings, of the AgraCity Group.

"Purchase and Sale Transactions" means the transactions contemplated by this Agreement which, in consideration of the Purchase Price, provide for, among other things: (i) the purchase and sale of the Purchased Assets; (ii) the Discharge of the Encumbrances to Be Discharged and all other Encumbrances (other than, solely, the Permitted Encumbrances), as against the Purchased Assets; and, (iii) the vesting of the Purchased Assets in the Purchaser or Purchaser Nominees, as applicable, pursuant to the Sale Approval and Vesting Order; each on and subject to the terms set forth herein.

"Purchase Price" has the meaning set out in Section 2.1.

"Purchased Assets" means, collectively, all present and after-acquired property (real or personal), Personal Property, assets, and undertakings, of the AgraCity Group, but excluding, solely, the Excluded Assets. Without limiting the generality of the foregoing, the Purchased Assets shall include, without limitation: (i) all Genesis Assets (including, without limitation, the Genesis Facility); (ii) all real property and related rights and interests held by any of the AgraCity Group, except as may be designated by the Purchaser as an Excluded Asset; (iii) all Personal Property and related rights and interests held by any of the AgraCity Group, including, without limitation, all Inventory and all

Equipment, except as may be designated by the Purchaser as an Excluded Asset; (iv) the Purchased Permits and Licenses, except as may be designated by the Purchaser as an Excluded Permit and License; (v) the Assigned Contracts (including, without limitation, the Data Reliance Agreements and the LOAs); (vi) all indebtedness, Liabilities, and obligations owing by any Person to the AgraCity Group (excluding all receivables or Claims which constitute intercompany indebtedness and Liabilities owed to any member of the AgraCity Group or any Affiliates thereof, by any other member(s) of the AgraCity Group), including all associated Actions, interests, receivables, and choses in action, except as may be designated by the Purchaser as an Excluded Asset; (vii) all Books and Records of the AgraCity Group, income tax returns, and related assets; (viii) all Corporate IP, except as may be designated by the Purchaser as an Excluded Asset; (ix) all Manufacturing Assets, all PMRA Assets, all Regulatory Records, all CFIA Registrations and Labels, all Owned IP Registrations, all PMRA Registrations, all Labels, all Formulas, all Data Rights, all Corporate IP and all Owned Data; (x) all Products; (xi) all of the AgraCity Group's cash on hand at Closing; and, (xii) those assets listed in **Schedule "J"**, an amended list of which may be delivered by the Purchaser no later than two (2) Business Days before the Closing Date. For greater certainty, in no event shall any of the Excluded Assets be included as Purchased Assets.

"Purchased Assets and Assigned Contracts Allocation" means the allocation of the Purchased Assets and Assigned Contracts in accordance with **Schedule "N"**, an amended list of which may be delivered by the Purchaser no later than two (2) Business Days before the Closing Date. For greater certainty, on Closing, the Purchased Assets and Assigned Contracts shall be assigned, transferred to, and vested in, the Persons described in **Schedule "N"**, all in accordance with the Sale Approval and Vesting Order.

"Purchased Assets Bill of Sale" has the meaning given to it in Section 3.1.

"Purchased Permits and Licenses" means all Permits and Licenses other than the Excluded Permits and Licenses.

"Purchaser" means United Farmers of Alberta Co-Operative Limited and, where context requires, includes any applicable Purchaser Nominee.

"Purchaser Nominees" means, collectively, the Viking Nominee, the NewAgCo Nominee, the PackingCo Nominee, and any other nominee which the Purchaser may identify in writing at least two (2) Business Days prior to Closing, pursuant to Section 5.14.

"Regulatory Approvals" means all approvals from Governmental Authorities that are required under Applicable Law to permit the consummation of the Transactions.

"Regulatory Records" means all files, correspondence, submissions, applications, amendments, decision documents, notices, approvals, refusals, inspection records, compliance communications, conditions of registration, and other materials filed with, received from, or maintained for PMRA or any other Governmental Authority in connection with the PMRA Assets or the Products.

"Related Party" means any Affiliate, subsidiary, officer, director, employee, trustee or shareholder or any Person with whom AgraCity Group is not dealing at arm's length (within the meaning of the Tax Act) or any Affiliate or spouse of any of the foregoing.

"Related to the Business" means primarily: (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof.

"Representative" when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"Sales Advisor" means Ernst & Young Orenda Corporate Finance Inc., in its capacity as sales advisor under the SISP.

"Sale Approval and Vesting Order" means a Final Order issued by the Court, in the CCAA Proceedings, substantially in the form attached hereto as **Schedule "A"** (as may be amended or replaced from time to time, as contemplated by Section 10.1 of this Agreement) or as otherwise acceptable to the Purchaser, in its sole and unfettered discretion: (i) approving this Agreement and the Transactions; (ii) vesting all right, title, and interest of the AgraCity Group in and to the Purchased Assets, in the Purchaser or Purchaser Nominees, as applicable, as set forth in the Purchased Assets and Assigned Contracts Allocation, subject only to the Permitted Encumbrances; (iii) discharging all Encumbrances (including, but not limited to, all Encumbrances to Be Discharged) against the Purchased Assets, other than, solely, the Permitted Encumbrances; (iv) assigning and transferring the Assigned Contracts (including, but not limited to, all Data Reliance Agreements), to the Purchaser or its nominee, pursuant to section 11.3 of the CCAA, as set forth in the Purchased Assets and Assigned Contracts Allocation, and permanently enjoining the termination of such Assigned Contracts by the counterparties thereto to the greatest extent permissible under the CCAA; (v) authorizing and approving the assumption of the Farmer Reconciliation Obligations (subject to the limitations set out in Section 2.1(a)) and the Assumed Liabilities by the Purchaser or its nominee, as contemplated by Sections 2.1(a) and 2.1(b), in accordance with the Assumed Liabilities Allocation; (vi) containing such directions to Governmental Authorities as may be required to transfer and vest the Purchased Assets in and to the Purchaser or Purchaser Nominees, as applicable, and to effect the discharge of all Encumbrances against the Purchased Assets and the Assigned Contracts, other than, solely, the Permitted Encumbrances; (vii) impose a stay on the termination of any Data Reliance Agreements which require arbitration, settlement, or in respect of which negotiations are currently required or were required during the CCAA Proceedings, for forty-five (45) days following the Closing Date; and, (viii) to the extent permitted by the Court (if not permitted, such requirement can be waived by the Purchaser, in its sole discretion), releasing the current and former directors and officers of the AgraCity Group, the Monitor, the Interim Lender, and their respective legal counsel, in a form and substance acceptable to the Parties. For greater certainty, for the purposes of Section 10.1 of this Agreement, the Purchaser may deliver a revised form of **Schedule "A"** at any time up to the date which is four (4) clear days prior to the hearing of the application seeking the Sale Approval and Vesting Order.

"SISP" means the Sale and Investment Solicitation Process to be conducted by the AgraCity Group in the context of the CCAA Proceedings in accordance with the SISP Procedures;

"SISP Order" means the Order granted on December 11, 2025, in the CCAA Proceedings, which, among other things: (i) approved the SISP and the SISP Procedures; (ii) approved the Original Agreement, as the stalking horse bid in respect of the SISP; (iii) granted the Stalking Horse Charge over the Property; and, (iv) approved the engagement of the Sales Advisor.

"SISP Procedures" means the procedures governing the SISP, substantially in the form appended as Schedule A to the SISP Order.

"Software and Technology License Agreements" means, collectively, all Contracts pursuant to which the AgraCity Group is granted any license, sublicense, right of use, access right, subscription, hosting arrangement, service right, data right, API or integration right, or other authorization to use, access, host, support, maintain or otherwise exploit any software, platform, database, data set, algorithm, application, cloud or infrastructure service, or other Technology used or held for use in connection with the Business that is not Owned IP, including all software license agreements

(enterprise, OEM, embedded and open source), SaaS, PaaS and IaaS agreements, cloud hosting and managed services agreements, data license agreements, maintenance and support agreements, and all Contracts relating to the operation and infrastructure of the Carbonterra trading platform or the Agronomax farm management platform.

"Specified Leases" means the Contracts set forth in Schedule "L".

"Specified Lease Condition" has the meaning given to it in Section 5.12.

"Successful Bid" has the meaning given to it in the SISP Procedures.

"Stalking Horse Charge" means the priority charge, granted against the Property, to secure the AgraCity Group's obligations in respect of the Break Fee, as set out in the SISP Order.

"Stalking Horse Term Sheet" means the Term Sheet (Stalking Horse Subscription Agreement, Interim Financing, and SISP), dated December 5, 2025, between the Purchaser and the AgraCity Group.

"Studies" means all toxicological, environmental fate, ecotoxicological, residue chemistry, Product chemistry, efficacy, value, occupational exposure, and other scientific studies submitted to or relied upon by PMRA in connection with the PMRA Registrations.

"Tax Act" means the *Income Tax Act* (Canada).

"Tax Returns" means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments, or supplements thereto and whether in tangible or electronic form.

"Taxes" or **"Tax"** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"Technology" means technology and information of whatever nature or kind, in all cases whether or not subject to any Intellectual Property Rights and whether or not fixed in any medium or reduced to practice, including (i) software, source code and source materials; (ii) business names, trade names, domain names, social media accounts, trading styles, logos, trade secrets, industrial designs and copyrights; (iii) inventions, formulae, Product formulations, processes and processing methods, and techniques; (iv) know-how, trade secrets, research and technical data; and (v) studies, findings, algorithms, instructions, guides, manuals and designs.

"Third-Party Data" means any Data or Studies owned or controlled by a Person other than AgraCity Group that have been relied upon, directly or indirectly, to support the PMRA Registrations.

"**Topping Bid**" has the meaning given to it in the SISP Procedures.

"**Transfer Taxes**" means all sales taxes, goods and services taxes, and registration fees, arising as a result of the Transactions.

"**Transaction Taxes**" means all documentary, stamp, transfer, sales and transfer taxes, land taxes, registration charges and transfer fees, including GST, use, value added, and excise taxes and all filing and recording fees (and any penalties and interest associated with such taxes and fees) or any other Tax consequences arising from, or relating to, or in respect of the consummation of the Transactions.

"**Transactions**" means all of the transactions contemplated by this Agreement, including the Purchase and Sale Transactions and all related steps or actions, among others.

"**Viking Nominee**" means a corporation to be incorporated by the Purchaser, prior to the Closing Date, the identity of such corporation to be disclosed to the Monitor and the AgraCity Group at least two (2) Business Days prior to Closing.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Saskatoon time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Saskatoon time on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Discretion.* If any matter is left to the decision, right, requirement, request, determination, judgment, opinion, approval, consent, waiver, satisfaction, acceptance, agreement, option, or discretion of the Purchaser, such action shall be deemed to be exercisable, by the Purchaser, in its sole and absolute discretion.
- (i) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 Exhibits and Schedules

- (a) The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

SCHEDULE "A"	-	Sale Approval and Vesting Order
SCHEDULE "B"	-	Excluded Assets
SCHEDULE "C"	-	Excluded Contracts
SCHEDULE "D"	-	Excluded Liabilities
SCHEDULE "E"	-	Encumbrances to be Discharged
SCHEDULE "F"	-	Assigned Contracts
SCHEDULE "G"	-	Assumed Liabilities
SCHEDULE "H"	-	Permitted Encumbrances
SCHEDULE "I"	-	CFIA Registrations and Labels
SCHEDULE "J"	-	Purchased Assets

SCHEDULE "K"	PMRA Registrations
SCHEDULE "L"	Specified Leases
SCHEDULE "M"	Assumed Liabilities Allocation
SCHEDULE "N"	Purchased Assets and Assumed Contracts Allocation

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price

The purchase price for the Purchased Assets shall be comprised of an aggregate amount not to exceed [REDACTED] (the "Purchase Price"), to be paid and satisfied as follows:

- (a) Assumption of Farmer Reconciliation Obligations: All Farmer Reconciliation Obligations shall be assumed by the PackingCo Nominee, on the Closing Date and in accordance with the Assumed Liabilities Allocation, and will be set off against the Purchase Price; provided, however, that: (i) the value of the Farmer Reconciliation Obligations, for the purposes of determining the Purchase Price, shall be deemed to be [REDACTED], and such amount shall be set off against the Purchase Price on a dollar-for-dollar basis; (ii) PackingCo Nominee shall assume and be liable for all Farmer Reconciliation Obligations (subject to the limitations set forth herein) up to an amount equal to or less than their ascribed value; and, (iii) such assumption of the Farmer Reconciliation Obligations shall be limited, such that the Purchaser and the Purchaser Nominees shall have no direct monetary liability or obligation to the Farmer Reconciliation Parties, and the liability of the PackingCo Nominee to the Farmer Reconciliation Parties shall be limited to the obligation to provide Farmer Replacement Credit, following Closing. For greater certainty, the Sale Approval and Vesting Order shall limit the assumption of the Farmer Reconciliation Obligations so that such assumption is on a without-recourse basis, as against the Purchaser and the Purchaser Nominees, *except solely* that the PackingCo Nominee shall be obligated to provide Farmer Replacement Credit as contemplated herein.
- (b) Assumption of Assumed Liabilities: An amount equivalent to the Assumed Liabilities (excluding, for the purposes of this Section 2.1(b), the Farmer Reconciliation Obligations) which the Purchaser shall assume and become liable for, or cause a Purchaser Nominee to assume and become liable for, on the Closing Date and in accordance with the Assumed Liabilities Allocation, on a dollar-for-dollar basis; provided, however, that the assumption of the Assumed Liabilities shall be capped at the maximum amount of [REDACTED], and if the aggregate value of the Assumed Liabilities would otherwise exceed [REDACTED], the Purchaser (or Purchaser Nominee, as applicable)

shall only assume and become liable for Assumed Liabilities up to such maximum amount. For greater certainty: (a) if the Assumed Liabilities exceed [REDACTED] in the aggregate, the Purchaser (or Purchaser Nominee, as applicable) shall assume the individual Liabilities which compose the Assumed Liabilities on a *pro rata* basis such that the aggregate amount of all Assumed Liabilities is equal to [REDACTED] and the liability of the Purchaser (or Purchaser Nominee, as applicable) for each individual Liability composing the Assumed Liabilities shall be reduced accordingly; and, (b) all Assumed Liabilities will be assumed by the Purchaser (or Purchaser Nominee, as applicable) and paid on the latter of: (i) Closing; or (ii) when such Assumed Liabilities become due and owing in accordance with their current payment terms and conditions, absent any acceleration caused by or associated with the AgraCity Group's insolvency or the CCAA Proceedings.

- (c) Payment of Priority Charges: The Purchaser shall pay amounts owing under or in connection with the Priority Charges on the Closing Date, to the Monitor, to the extent that such amounts are not otherwise paid or are payable by a solvent third-party, in cash.
- (d) Credit Bid: The Purchaser shall credit bid the Credit Bid Amount, in satisfaction of all Interim Financing Obligations.
- (e) Cure Costs: The Purchaser shall pay an amount equal to all Cure Costs, up to the maximum amount of [REDACTED] (the "**Cure Costs Amount**"), on the Closing Date, to the Monitor, to be distributed, by the Monitor, on Closing, to the beneficiaries thereof. The obligation of the Monitor to distribute the Cure Costs to the beneficiaries thereof shall survive the Closing, as contemplated by Section 10.3.
- (f) Cash Consideration: The cash balance of the Purchase Price, after accounting for the amounts specified in Sections 2.1(a) through 2.1(e), on a dollar-for-dollar basis, and subtracting the same from the Purchase Price, and after all other necessary and required adjustments permitted by this Agreement, shall be paid by wire transfer to the Monitor, for and on behalf of the AgraCity Group, in immediately available funds (such amount being, the "**Cash Consideration**"). For greater certainty, the Cash Consideration shall be in an amount equal to or greater than the Purchased Assets and Assigned Contracts Allocation of the Genesis Assets.

2.2 No Adjustment

Except as expressly set forth herein and subject to Section 2.2, there shall be no adjustment of the Purchase Price following Closing. The sole adjustment to the Purchase Price permitted under this Agreement shall be an adjustment, in favour of the Purchaser, in respect of the Products which are: (i) acquired after the date of the date of the Interim Financing Amending Agreement; and, (ii) financed and paid for by the Interim Lender (all such Products being referred to as, the "**Financed Product**"). To the extent that any Financed Product is not available to the Purchaser on Closing, for any reason whatsoever (including that such Financed Product has been sold, consumed, destroyed, or otherwise utilized in connection with the Business), the Purchaser shall be entitled to receive an adjustment to the Purchase Price equivalent to the difference between (a) the value of all Financed Product *and* (b) the value of the Financed Product which remains available to the Purchaser at Closing. For greater certainty, Financed Product which is in transit to the AgraCity Group on Closing, but has not yet been delivered, shall be deemed to be available to the Purchase

2.3 Cash Consideration Accounting

The Purchaser shall be entitled to receive an accounting with respect to the calculation of the Cash Consideration (the "**Cash Consideration Accounting**"), which shall be: (i) reviewed and agreed to by the Monitor, prior to being provided to the Purchaser; and, (ii) provided to the Purchaser, by the AgraCity Group, in draft form, on the later of: (A) at least three (3) Business Days prior to the Closing Date; or (B) one (1) Business Day following the date on which the Court issues the Sale Approval and Vesting Order. The Cash Consideration Accounting shall be finalized and delivered on the Closing Date, taking into account any comments provided by the Purchaser concerning the prior draft, and such Cash Consideration Accounting shall be acceptable to the Purchaser and the Monitor, each acting reasonably. The Cash Consideration Accounting shall include and contemplate: (i) the credit given to the Purchaser for the assumption of the Assumed Liabilities and the Farmer Reconciliation Obligations, and all adjustments and payments, contemplated and to be made in connection with Sections 2.1 of this Agreement; (ii) the credit given to the Purchaser for the credit bid of the Credit Bid Amount; (iii) the Cure Costs; and, (iv) such other matters as the Purchaser and the Monitor may determine advisable, each acting reasonably.

2.4 Allocation of Purchase Price

The Purchase Price shall be allocated to the Purchased Assets, as follows:

- (a) [REDACTED] in respect of the Purchased Assets, other than the Genesis Assets, the Assigned Contracts, the Purchased Permits and Licenses, the PMRA Assets;
- (b) [REDACTED], in cash, in respect of the Genesis Assets;
- (c) [REDACTED] in respect of the Assigned Contracts and the Purchased Permits and Licenses; and
- (d) [REDACTED] in respect of the PMRA Assets.

2.5 Transfer Taxes

The Parties agree that:

- (a) The Purchase Price does not include Transfer Taxes, and the Purchaser shall be solely liable for and shall pay any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets.
- (b) Except where a member of the AgraCity Group is required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser shall pay such Transfer Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due. The AgraCity Group will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner. Where a member of the AgraCity Group is required under Applicable Law to collect or pay Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Monitor (on behalf of the AgraCity Group) at Closing. Prior to remitting such payment, the Purchaser shall have the right, upon reasonable notice,

to review and audit the books, records and supporting documentation of the AgraCity Group in order to verify the amount payable.

- (c) The Purchaser shall indemnify the AgraCity Group and the Monitor for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the AgraCity Group may pay or for which the AgraCity Group or the Monitor may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes. Prior to remitting such payment, the Purchaser shall have the right, upon reasonable notice, to review and audit the books, records and supporting documentation of the AgraCity Group in order to verify the amount payable.
- (d) Notwithstanding the foregoing, if requested by the Purchaser, the Purchaser and the AgraCity Group shall jointly execute an election under section 167 of the *Excise Tax Act* in connection with the transfer of the Purchased Assets contemplated herein, and the Purchaser shall file such election with its applicable Tax return for the reporting period in which the sale of the Purchased Assets takes place. Any Transfer Tax incurred in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement, including where an election pursuant to subsection 167(1) of the *Excise Tax Act* is not or cannot be validly made in respect of the Purchased Assets, shall be borne by the Purchaser, provided that the Purchaser shall have the right, upon reasonable notice, to review and audit the books, records and supporting documentation of the AgraCity Group in order to verify the amount payable.
- (e) Each member of the AgraCity Group shall issue an invoice (the "**Tax Invoice**") to the Purchaser within 10 days of Closing, and all such Tax Invoices shall satisfy the documentary requirements set out in subsection 169(4) of the *Excise tax Act* (Canada) and the *Input Tax Credit Information (GST/HST) Regulations*. Furthermore, all such Tax Invoices shall be: (i) reviewed by the Monitor prior to their issuance, in draft and final form; (ii) delivered to the Purchaser, in draft form, incorporating any preliminary comments and allocations provided by the Monitor; (iii) finalized following receipt of any allocations and comments from the Purchaser; and, (iv) in a form and substance acceptable to the Purchaser and shall incorporate any allocation of the Purchase Price provided by the Purchaser. The Monitor, the Purchaser, and the AgraCity Group each mutually covenant and agree that they shall act reasonably and in good faith in determining the form and content of the Tax Invoices.

ARTICLE 3 APPROVAL & VESTING

3.1 Assignment of Assigned Contracts and Vesting of Purchased Assets

On the Closing Date, pursuant to the Sale Approval and Vesting Order: (i) all Assigned Contracts shall be transferred and assigned to the Purchaser or the Purchaser Nominees, as applicable, pursuant to section 11.3 of the CCAA and in accordance with the Purchased Assets and Assigned Contracts Allocation; and, (ii) all Purchased Assets shall be vested in and to the Purchaser or the Purchaser Nominees, as applicable, in accordance with the Purchased Assets and Assigned Contracts Allocation, free and clear of any and all Encumbrances, other than Permitted Encumbrances.

For greater certainty, the Purchased Assets shall not include any Excluded Assets, or Excluded Contracts. The foregoing transfers and assignments shall be evidenced by: (i) a bill of sale (the "**Purchased Assets Bill of Sale**") with respect to the Purchased Assets; and, (ii) an assignment of contracts (the "**Assigned Contracts Assignment Agreement**") with respect to the Assigned

Contracts, all of which shall be in form and substance satisfactory to the Purchaser, in its sole and unfettered discretion.

3.2 Assumption of Assumed Liabilities and Farmer Reconciliation Obligations

On the Closing Date, pursuant to the Sale Approval and Vesting Order, all Assumed Liabilities and Farmer Reconciliation Obligations (subject to the limitations set forth in Section 2.1(a)) shall be assumed by the Purchaser or the Purchaser Nominees, as applicable, as contemplated by the Assumed Liabilities Allocation. For greater certainty, the Assumed Liabilities and Farmer Reconciliation Obligations shall not include any Excluded Liabilities.

3.3 Excluded Liabilities, Excluded Assets, and Excluded Contracts

For greater certainty, nothing in this Agreement, the Purchased Assets Bill of Sale, the Assigned Contracts Assignment Agreement, or the Sale Approval and Vesting Order, shall cause any Excluded Liabilities, Excluded Assets, or Excluded Contracts to be transferred or assigned to, or otherwise vested in, the Purchaser or any of the Purchaser Nominees. As at the Closing Time, pursuant to the Sale Approval and Vesting Order, neither the Purchaser nor the Purchaser Nominees shall assume or have any Liability for any of the Excluded Liabilities or Excluded Contracts.

3.4 Discharge of Encumbrances

For greater certainty, pursuant to the Sale Approval and Vesting Order: (i) all Purchased Assets (including, in particular but without limiting the generality of the foregoing, the PMRA Assets and the Assigned Contracts) shall be fully and finally Discharged from all Excluded Liabilities and related Encumbrances as at, from, and after the Closing Time; (ii) all Encumbrances to Be Discharged shall be Discharged, effective as of the Closing Time, and any related Actions, Liabilities, Claims, registrations, filings, or other matters relating, in any manner, whatsoever, to the Encumbrances to Be Discharged, shall not attach to or affect the Purchased Assets, the Purchaser, or any Purchaser Nominee; (iii) the Purchaser and the Purchaser Nominees shall have no Liabilities, whatsoever, to any Person, as a result of such Discharges, Liabilities, or Encumbrances; and, (iv) any and all adverse Claims, in any form, whatsoever, including without limitation trust Claims and ownership Claims, shall be fully, finally, irrevocably, and indefeasibly Discharged as against the Purchased Assets and all Persons asserting such adverse Claims shall be fully and finally estopped from asserting same following the Closing Time, except, solely, against the Cash Consideration within the CCAA Proceedings, as contemplated in the Sale Approval and Vesting Order.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties as to the AgraCity Group

Subject to the issuance of the Sale Approval and Vesting Order, the AgraCity Group represents and warrants, to the Purchaser, as follows, and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the purchase, by the Purchaser, of the Purchased Assets:

- (a) Incorporation and Status. The AgraCity Group: (i) in the case of all of the AgraCity Group other than Genesis Grain and Fertilizer Limited Partnership and Genesis G&F Operating LP, are corporations incorporated and existing under the laws of their respective jurisdiction of incorporation, in good standing under such laws and have the power and authority to enter into, deliver, and perform their obligations under this Agreement; and, (ii) in the case of Genesis Grain and Fertilizer Limited Partnership

and Genesis G&F Operating LP, are limited partnerships formed and existing under the laws of their respective jurisdiction of formation, in good standing under such laws and have the power and authority to enter into, deliver, and perform their obligations under this Agreement, by and through their general partners.

- (b) General Partners. The sole general partner of Genesis Grain and Fertilizer Limited Partnership is Genesis Grain & Fertilizer GP Inc., and the sole general partner of Genesis G&F Operating LP is Genesis Operating GP Inc.
- (c) Corporate and Partnership Authorization. The execution, delivery and performance by the AgraCity Group of this Agreement has been authorized by all necessary corporate actions on the part of each member of the AgraCity Group. In the case of: (i) Genesis Grain and Fertilizer Limited Partnership, all necessary steps for the delivery and performance of this Agreement have been authorized and completed by its general partner, Genesis Grain & Fertilizer GP Inc.; and (ii) Genesis G&F Operating LP, all necessary steps for the delivery and performance of this Agreement have been authorized and completed by its general partner, Genesis Operating GP Inc.
- (d) No Conflict. The execution, delivery and performance by the AgraCity Group of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition, result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the AgraCity Group.
- (e) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the AgraCity Group and constitutes a legal, valid, and binding obligation of the AgraCity Group, enforceable against the AgraCity Group in accordance with its terms, subject only to the Sale Approval and Vesting Order.
- (f) Proceedings. There are no Legal Proceedings pending against the AgraCity Group with respect to, or in any manner affecting, title to the Purchased Assets or which would reasonably be expected to enjoin, delay, restrict, or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the Transactions, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent or the AgraCity Group from fulfilling any of its obligations set forth in this Agreement, except as disclosed to the Purchaser, in writing.
- (g) Title. The AgraCity Group has good and marketable legal and beneficial title to all Purchased Assets, including, without limitation, the PMRA Assets, the CFIA Registrations and Labels, and Assigned Contracts, and has the power and authority to sell, transfer, and assign same, as required or contemplated by the terms of this Agreement. On Closing, the Purchaser (or nominee) shall obtain good and marketable title to the Purchased Assets, free and clear of all Encumbrances, other than the Permitted Encumbrances. Except as disclosed to the Purchaser, in writing, the AgraCity Group is not aware of any threatened or asserted Claim, by any Person, that the AgraCity Group does not have good and marketable title or which seeks to enjoin the sale of the Purchased Assets or any other aspect of the Transactions, and, following the completion of the Closing, no other Person will have any written or oral agreement, option or warrant, or any right or privilege (whether under Applicable Law or any Contract) capable of becoming such, for the purchase or acquisition from the AgraCity Group of any of the Purchased Assets.

- (h) Material Permits. All Permits and Licenses required to operate the Business are and will remain in full force and effect, as of the date hereof and as at Closing.
- (i) PMRA Assets Disclosure. The AgraCity Group has disclosed to the Purchaser all PMRA Assets and PMRA Registrations and Labels held by any member of the AgraCity Group, and all such PMRA Assets, PMRA Registrations and Labels, documentation, licences, approvals, Authorizations, Manufacturing Know-How and Product Specifications are completely and accurately listed on **Schedule "K"**. No member of the AgraCity Group holds any other PMRA registration or related Authorization that is not listed on **Schedule "K"**.
- (j) PMRA Assets. All PMRA Assets are valid and in full force and effect, and no member of the AgraCity Group has received any written notice of suspension, cancellation, non-renewal, or material deficiency that remains outstanding. The AgraCity Group is in material compliance with: (i) Applicable Laws administered by the PMRA; and (ii) all Data Reliance Agreements in which the AgraCity Group is a party to. All fees, charges, awards, costs, and assessments required to be paid by any member of the AgraCity Group to the PMRA, a party to a Data Reliance Agreement or any other Person, to maintain the PMRA Assets in good standing, including, but not limited to, submission fees, maintenance fees, renewal fees and data compensation amounts, have been paid in full when due, and no such fees are in arrears.
- (k) CFIA Registrations and Labels. All CFIA Registrations and Labels are valid and in full force and effect, and no member of the AgraCity Group has received any written notice of suspension, cancellation, non-renewal, or material deficiency that remains outstanding. The AgraCity Group is in material compliance with Applicable Laws administered by the CFIA. All fees, charges, and assessments required to be paid by any member of the AgraCity Group to maintain the CFIA Registrations and Labels in good standing, including annual maintenance fees and renewal fees, have been paid in full when due, and no such fees are in arrears.
- (l) Confidential Information. To the knowledge of the AgraCity Group, except for disclosures made in the ordinary course of the Business to contract manufacturers, formulators, testing laboratories or other service providers solely for the benefit of the AgraCity Group and pursuant to customary confidentiality obligations, the AgraCity Group has not disclosed any Confidential Information to any Person. The Purchased Assets include all Confidential Information used in or held for use in the Business, together with all related specifications, data, documentation and materials, in any form or medium. The AgraCity Group has not granted any license or other rights in respect of the Confidential Information, and, except as disclosed to the Purchaser, in writing, no Person has asserted any Claim disputing the AgraCity Group's ownership of, or rights in, the Confidential Information that would reasonably be expected to impair the Purchaser's ability to use the Confidential Information following Closing. This representation and warranty shall survive the Closing in accordance with Section 10.3.
- (m) Data Reliance Agreements. All Data Reliance Agreements necessary or desirable to maintain the registration of any PMRA Assets, or to sell the Products, or which may reasonably be anticipated to be required to effect any amendment or renewal of any PMRA Assets, remain in good standing and in full force and effect and are capable of being assigned pursuant to the Sale Approval and Vesting Order. No counterparty to any Data Reliance Agreement shall have any enforceable right to terminate such Data Reliance Agreement as at and immediately following the Closing Date.

- (n) Intellectual Property. The AgraCity Group has disclosed to the Purchaser all material Corporate IP used in the Business, owned or against which the AgraCity Group has an interest in, or in connection with the Genesis Assets, and to the knowledge of the AgraCity Group no written Claim of material infringement has been asserted against any member of the AgraCity Group that remains outstanding.
- (o) Cure Costs Amount. The Cure Costs Amount is sufficient to satisfy all Cure Costs in respect of the Assigned Contracts, in full.

4.2 Representations and Warranties as to the Purchaser

Subject to the issuance of the Sale Approval and Vesting Order, the Purchaser represents and warrants to and in favour of the AgraCity Group as follows and acknowledges and agrees that the AgraCity Group is relying upon such representations and warranties in connection with the sale by the AgraCity Group of the Purchased Assets:

- (a) Incorporation and Status. The Purchaser is incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement and the completion of the Transactions contemplated by this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Sale Approval and Vesting Order.
- (e) No Commissions. There are no Claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement (for greater certainty, excluding the Break Fee).
- (f) Consents. Except for: (i) the issuance of the Sale Approval and Vesting Order; and (ii) any Regulatory Approvals or Authorizations required, no Authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Purchaser, and each of the agreements to be executed and delivered by the Purchaser hereunder.
- (g) Financial Ability. The Purchaser has cash on hand or firm financing commitments from lenders in amounts sufficient to allow it to pay the Cash Consideration and the Purchaser will have, as of the Closing Date, sufficient funds available for purposes of paying the Cash Consideration and paying any other amount due hereunder or in respect thereof.

- (h) Investment Canada Act. The Purchaser is not a non-Canadian investor within the meaning of the Investment Canada Act.
- (i) Residence of Purchaser. The Purchaser is not a non-resident of Canada within the meaning of the Tax Act.

4.3 As is, Where is; No Further Representations or Warranties

The Purchased Assets shall be sold and delivered to the Purchaser subject only to the representations and warranties contained herein. The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the Purchased Assets.

Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Sale Approval and Vesting Order, or the consummation of the Transactions. Each Party is to rely on its own investigations in respect of any Liability for Taxes payable, collectible, or required to be remitted by the AgraCity Group or any other Party on or after Closing and the quantum of such Liability, if any, including, without limitation, any Transaction Taxes.

ARTICLE 5 COVENANTS

5.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

5.2 Application for the Sale Approval and Vesting Order

- (a) As soon as practicable following the conclusion of the SISP and if this Agreement is determined to be the Successful Bid, in accordance with the SISP Procedures, the AgraCity Group shall serve and file a motion seeking the issuance of the Sale Approval and Vesting Order seeking relief that will, *inter alia*, approve this Agreement and the Transaction and release the current and former directors and officers of the AgraCity Group, the Monitor, the Interim Lender, and their respective legal counsel, in a form and substance acceptable to the Parties. The AgraCity Group shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Sale Approval and Vesting Order and the Purchaser shall cooperate with the AgraCity Group in their efforts to obtain the issuance and entry of such order. For greater certainty, if the Court does not approve the release contemplated by this Section 5.2(a), but otherwise grants the relief contemplated by the Sale Approval and Vesting Order, any requirement to obtain such release can be waived by the Purchaser, in its sole discretion, in which case the Sale Approval and Vesting Order granted by the Court shall be deemed to satisfy all requirements under this Agreement in relation to obtaining the Sale Approval and Vesting Order notwithstanding that no release is incorporated.
- (b) The AgraCity Group's application and motion materials seeking the Sale Approval and Vesting Order shall be in form and substance satisfactory to the Purchaser, in the Purchaser's sole and unfettered discretion.

- (c) The AgraCity Group will provide to the Purchaser a reasonable opportunity to review a draft of the application and motion materials to be served and filed with the Court, it being acknowledged that such application and motion materials should be served as promptly as reasonably possible following the determination that this Agreement is the Successful Bid. The AgraCity Group will serve such materials as approved by the Purchaser, in the Purchaser's sole and unfettered discretion, on the service list prepared by the AgraCity Group and reviewed by the Monitor, and on such other interested parties, and in such manner, as the Purchaser may reasonably require. The AgraCity Group will promptly inform counsel for the Purchaser of any and all threatened or actual objections to the application for the issuance of the Sale Approval and Vesting Order, of which it becomes aware, and will promptly provide to the Purchaser a copy of all written objections received.

5.3 Interim Period

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Agreement; (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in the ARIO or any other Court orders prior to the Closing Time; or (iv) as consented to by the Purchaser and the AgraCity Group, such consent not to be unreasonably withheld, conditioned or delayed: (A) the AgraCity Group shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including, without limitation, preserving, renewing and keeping in full force its corporate existence as well as the Permits and Licenses, keeping in full force the Assigned Contracts (including, without limitation, that the AgraCity Group shall not disclaim or terminate any Contracts without the prior written consent of the Purchaser), maintaining and keeping in good working order the Purchased Assets, and exercising commercially reasonable diligence and care with respect to all Purchased Assets and Assigned Contracts; (B) the AgraCity Group shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business; and, (C) the AgraCity Group shall not engage in any materially below-market, distressed, or margin-dilutive sales or discounting practices during the Interim Period, without the Purchaser's prior written consent.
- (b) During the Interim Period, except as contemplated or permitted by this Agreement, the SISP or the SISP Order, the AgraCity Group shall not take any of the following actions:
 - (i) enter into any transaction outside of the ordinary course of business, involving the AgraCity Group or their assets or the Business;
 - (ii) enter into any agreement, arrangement or transaction with any Related Party other than in connection with the CCAA Proceedings;
 - (iii) transmit, transfer, provide, or deliver, to any other Person, any of the PMRA Assets;
 - (iv) except for sales of Inventory in the ordinary course of business, sell, assign, transfer, convey, pledge, grant any Encumbrance on, lease to any person, abandon or otherwise dispose of any Purchased Asset. For greater certainty, sales of the Financed Product shall not be or be deemed to be sales of Inventory in the ordinary course of business, and are not permitted hereunder;
 - (v) sell, assign, transfer, convey, pledge, grant any Encumbrance on, license to any person (other than a non-exclusive license to a customer, reseller or

- distributor for the purpose of using, reselling or distributing the products of AgraCity Group, in each case, granted in the ordinary course of Business), or otherwise dispose of any Corporate IP, or abandon, cancel, fail to renew or maintain, fail to continue to prosecute or defend, or otherwise allow to lapse any material Corporate IP;
- (vi) terminate, release or waive any non-competition, non-solicitation, no-hire, non-disclosure, confidentiality, non-disparagement, or other restrictive covenant agreement or obligation of any Employee, director or individual service provider of AgraCity Group or any former director, officer, Employee, director, or individual service provider of AgraCity Group;
 - (vii) enter into, extend, renew or terminate any material Contract, or amend, modify, accelerate, cancel, repudiate, terminate, or waive any material right under any material Contract;
 - (viii) purchase any Inventory (including, without limitation, any Products), absent the Purchaser's written consent; or
 - (ix) take any step or action to sell, assign, transfer, amend, modify, cancel or terminate any Permit and License or any Corporate IP, including, without limitation, the PMRA Assets, PMRA Registrations and Labels, Data Reliance Agreements, or the CFIA Registrations and Labels;
- (c) During the Interim Period and if this Agreement is determined to be the Successful Bid, in accordance with the SISP Procedures, the Purchaser shall furnish to the AgraCity Group such information concerning the Purchaser as shall be reasonably requested, including all such information as shall be necessary to enable the AgraCity Group to verify that the representations and warranties and covenants of the Purchaser contained in this Agreement have been complied with. For greater certainty, this covenant is in addition to, and shall not limit, in any manner whatsoever, the information disclosure requirements under the SISP.

5.4 Access During Interim Period

During the Interim Period, the AgraCity Group shall provide the Purchaser and its Representatives with reasonable access, during normal business hours, to the Purchased Assets, including, without limitation, the Books and Records, the Business, the Genesis Assets, and to the AgraCity Group's facilities, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business, the Purchased Assets, the Assigned Contracts, the Assumed Liabilities, and all matters related thereto, as the Purchaser reasonably deems necessary or desirable to further familiarize itself with the Business, the Purchased Assets, the Assigned Contracts, the Assumed Liabilities, provided that the Purchaser shall not be entitled to any confidential or sensitive information regarding the conduct of the SISP, except to the extent contemplated by the Interim Financing Term Sheet or the SISP Procedures. For greater certainty, such access shall include access for the purpose of conducting site visits, inspections, and meetings with management and Employees. Such access shall be provided in a manner that does not materially disrupt the operations of the Business and is coordinated through the Monitor.

Without limiting the generality of the foregoing: (a) the Purchaser and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) with prior notice to the Monitor, the Purchaser and its Representatives shall be permitted to contact and discuss

the Transactions contemplated herein with Governmental Authorities and the AgraCity Group's customers and contractual counterparties. Such investigations shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the AgraCity Group's operations and the AgraCity Group shall co-operate reasonably in facilitating such investigations and access and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser. The Purchaser acknowledges that the foregoing access rights are not exclusive, and the same rights shall be granted to other potential purchaser in accordance with the terms of the SISP and the SISP Procedures.

5.5 Regulatory Approvals and Consents

If this Agreement is determined or deemed to be the Successful Bid in accordance with the SISP Procedures:

- (a) Each of the Purchaser and the AgraCity Group will, and will cause their respective Affiliates to, use commercially reasonable efforts to obtain the Regulatory Approvals as promptly as practicable and in any event so as to allow Closing to occur by no later than the Outside Date.
- (b) The Purchaser and the AgraCity Group will, and will cause their respective Affiliates to, coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section 5.5.
- (c) To the extent that any information or documentation to be provided by one party to the other party pursuant to this Section 5.5 is, in the reasonable view of the disclosing party, competitively sensitive, the disclosing party may supply such information or documentation on an "external counsel only basis" (or otherwise on a restricted basis at the disclosing party's sole discretion) and such receiving party will not request or otherwise receive such information from any persons to whom the disclosed information or documentation has been provided, while the disclosing party will, where reasonable to do so, provide a redacted version of any such materials to the receiving party.
- (d) The Purchaser, acting reasonably and diligently, and after consultation with the AgraCity Group's Representative, will determine and direct the efforts to obtain the Regulatory Approvals.

5.6 PMRA Assets and CFIA Registrations and Labels

During the Interim Period, and on and following Closing, without limiting in any manner Section 5.5 hereof, and, if applicable, subject to Section 10.20:

- (a) Each of the Purchaser and the AgraCity Group, and if applicable, the Monitor, will cooperate and use their best efforts to obtain any required Regulatory Approvals or other approvals, waivers, and consents, and to make all filings and notifications, as may be necessary or desirable to transfer, assign, amend, or update, the PMRA Assets and the CFIA Registrations and Labels, to cause the PMRA Assets and the CFIA Registrations and Labels to be vested fully and exclusively in the Purchaser or the Purchaser Nominees, as applicable, in accordance with the Purchased Assets and Assigned Contracts Allocation. Without limiting the generality of the foregoing, the AgraCity Group, and if applicable, the Monitor, shall promptly prepare and submit to the PMRA and the CFIA, as applicable, letters confirming the AgraCity Group's agreement to transfer the PMRA Assets and the CFIA Registrations and Labels, to the

Purchaser or the Purchaser Nominees, as applicable, and all other documentation necessary to effect the transfer of same, including cover letters, fee forms, controlled product specification forms, draft labels, and timely responses to, and fulfillment of, all inquiries or requests for data from the PMRA, CFIA, and other Governmental Authorities. To the extent required or desirable to accomplish the aforementioned purposes, the AgraCity Group shall license, to the Purchaser or the Purchaser Nominees, as applicable, all Corporate IP, pending the completion of all required transfers, assignments, amendments, and updates;

- (b) Immediately upon Closing, the AgraCity Group shall hold all PMRA Assets and all CFIA Registrations and Labels, in trust, as bare legal trustee, for the sole and exclusive benefit of the Purchaser, and at the sole expense and risk of the Purchaser, until all necessary filings and notifications have been made, all Regulatory Approvals or other approvals, waivers, and consents have been obtained, and all other necessary steps have been completed, to transfer the PMRA Assets and the CFIA Registrations and Labels to the Purchaser or the Purchaser Nominees, as applicable, in accordance with the Purchased Assets and Assigned Contracts Allocation. In furtherance thereof, the AgraCity Group or the Monitor, as applicable, shall forward all statements, notices, and other information received by the AgraCity Group or the Monitor, as applicable, in respect of the PMRA Assets or the CFIA Registrations and Labels, to the Purchaser, promptly after receipt thereof. Furthermore, from and after the Closing Time: (i) all receivables, cash, and Claims, rights, or interests, of the AgraCity Group, which derive from or relate to any Products or which relate, in any manner whatsoever, to any PMRA Assets, the Corporate IP, PMRA Registration and Labels, Formulas, or any CFIA Registrations and Labels, shall be held by the AgraCity Group for the benefit of the Purchaser, and shall be paid over to the Purchaser on the earlier of the Purchaser's request or such date as the PMRA Assets and CFIA Registrations and Labels transfer to the Purchaser or Purchaser's Nominees, as applicable; and, (b) the Purchaser shall have sole, exclusive, and full authority and control of the Business, the Products, the PMRA Assets, the Corporate IP, the PMRA Registrations and Labels, Formulas and the CFIA Registrations and Labels, and the AgraCity Group or the Monitor, as applicable, shall act exclusively on the written instruction of the Purchaser with respect to any of the aforementioned, and the Purchaser shall be permitted to take all steps and actions (including, without limitation, selling any Products) as the Purchaser may require to carry on the Business; and,
- (c) The Purchaser shall indemnify and save and hold harmless the AgraCity Group from and against all Liabilities arising as a consequence of the provisions of this Section 5.6, save and except to the extent such Liabilities are caused by the gross negligence, or willful misconduct, of any of the AgraCity Group or any of their Affiliates. For clarity, any acts or omissions taken by the AgraCity Group or any of their Affiliates on the express written instructions of the Purchaser shall not constitute gross negligence or willful misconduct.

5.7 Insurance Matters

During the Interim Period, the AgraCity Group shall keep in full force and effect all of its applicable existing insurance policies and give any notice or present any claim under any such insurance policies consistent with reasonable and prudent commercial practices, in the ordinary course of business. For greater certainty, the obligations of the AgraCity Group pursuant to this Section 5.7 shall continue to apply to any Property held in trust for the Purchaser pursuant to Section 5.6(b).

5.8 Books and Records

The Purchaser shall preserve and keep the Books and Records for a period of six (6) years after Closing, or for any longer periods as may be required by any Laws applicable to such Books and Records. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent such electronic copies exist), available to the Monitor and shall permit the Monitor to take copies of such Books and Records as it may reasonably require, including, to assist with the wind-down of the AgraCity Group.

5.9 PMRA and CFIA Claims;

If any fee, charge, or assessment required to maintain any PMRA Assets or any CFIA Registrations and Labels, in good standing, is determined to be outstanding or unpaid at any time prior to Closing, the AgraCity Group and the Monitor shall promptly pay such amount and shall ensure that all PMRA Registrations and Labels, and all CFIA Registrations and Labels remain in good standing through the Closing Date. To the extent any such amounts have not been paid as of the Closing Date, they shall be paid from the Cash Consideration, or, if the quantum of such amounts is not fully determinable as at Closing, the Purchaser and the AgraCity Group, acting reasonably, shall use their best efforts to estimate the quantum of such amounts and shall establish a holdback from the Cash Consideration which shall be held, in trust, by the AgraCity Group, for the sole and exclusive benefit of the Purchaser, and shall be used to pay such Liabilities to the PMRA and CFIA, as applicable, once such amounts have been determined.

5.10 Data Reliance Agreements

The Purchaser and the AgraCity Group agree that, as of the date of this Agreement, the AgraCity Group owes The Agricultural Handlers Exposure Task Force, L.L.C. ("**AHETF**") the sum of [REDACTED] (the "**Settlement Amount**") pursuant to a Data Reliance Agreement for Quizalafop. The AgraCity Group agrees that the Settlement Amount shall be paid to AHETF prior to Closing, failing which the AgraCity Group and the Monitor will withhold funds equal to the Settlement Amount from the Cash Consideration, which will be paid directly to AHETF in satisfaction of this Liability post-Closing.

5.11 Employees

- (a) All Key Employees shall be terminated, by the AgraCity Group, prior to the Closing, as contemplated by Section 7.1(k).
- (b) Provided that the Court approval is obtained, the Purchaser shall deliver, or cause an Affiliate of the Purchaser (which may include a Purchaser Nominee) to deliver, Employment Offer Letters to the Key Employees no later than two (2) Business Days before the Closing Date, with such Employment Offer Letters to be on terms acceptable to the Purchaser, acting reasonably, provided that such Employment Offer Letters shall be effective and conditional upon Closing. The AgraCity Group will provide to the Purchaser such information with respect to the Employees as may be reasonably required for the Purchaser to comply with its obligations under this Section 5.11(b).

5.12 Specified Leases

The AgraCity Group shall use commercially reasonable efforts to obtain, at least two (2) Business Days prior to the hearing of the application seeking the Sale Approval and Vesting Order, or such later date as the Purchaser may agree, in the sole and unfettered discretion of the Purchaser, executed amending agreements with respect to each of the Specified Leases, duly executed by the applicable

landlord or lessor, in form and substance acceptable to the Purchaser, in its sole and unfettered discretion (the "**Specified Lease Condition**"). Upon the satisfaction of the Specified Lease Condition with respect to any Specified Lease, such Specified Lease shall automatically be included as an Assigned Contract. In the event that the AgraCity Group is unable to satisfy the Specified Lease Condition with respect to any given Specified Lease, such Specified Lease shall automatically be included as an Excluded Contract, and the Purchaser shall have no liability thereof, whatsoever.

5.13 Confidential Information

Without limiting the generality of Section 5.3(b)(iii) hereof, the AgraCity Group hereby covenants and agrees that:

- (a) during the Interim Period, the AgraCity Group will protect the confidentiality of the Confidential Information, shall not transmit the Confidential Information to any Person, and shall not permit any copies to be made of the Confidential Information or any information, data, and documents, in electronic, physical, or any other format, which are associated with or which form part of the Confidential Information;
- (b) on Closing, the Confidential Information, to be delivered pursuant to Section 6.3(c), shall include all Confidential Information used in the Business or otherwise held by or for the benefit of the AgraCity Group, or in which the AgraCity Group or any of its members or entities has any interest in, to, or under, and there shall be no other copies of the Confidential Information, in the possession or control of any other Person, other than the AgraCity Group;
- (c) all non-disclosure, non-competition agreements and intellectual property assignment agreements in favour of the AgraCity Group which relate to or affect the Business of the AgraCity Group, including, but not limited to, the Confidential Information, in any manner, shall be identified by the AgraCity Group and provided to the Purchaser, together with a list of all Persons who the AgraCity Group believe have knowledge of material non-public information relating to the PMRA Registrations and/or the Formulas, at least two (2) Business Days prior to the hearing of the application seeking the Sale Approval and Vesting Order. The AgraCity Group shall ensure that all such agreements that are identified by the Purchaser as Assigned Contracts remain valid and enforceable at and following the Closing Time; and
- (d) from the date of this Agreement, the AgraCity Group shall not, and shall cause its Affiliates and Representatives not to: (i) disclose any Confidential Information to any Person other than in the ordinary course of the Business to contract manufacturers or service providers solely for the benefit of the Business and subject to customary confidentiality protections; (ii) grant, amend or terminate any license or other rights in respect of any Confidential Information; (iii) transfer, assign or otherwise dispose of any Confidential Information; or (iv) take any action that would reasonably be expected to impair the confidentiality, ownership or value of the Confidential Information. The AgraCity Group shall promptly notify the Purchaser of any actual or threatened unauthorized use or disclosure of any Confidential Information of which it becomes aware.

5.14 Amendments to the Purchaser Nominees and the Assigned Contracts and Purchased Assets Allocation

The Purchaser may identify additional Purchaser Nominees, or remove existing Purchaser Nominees from this Agreement, and amend the Purchased Assets and Assigned Contracts Allocation, up to two

(2) Business Days prior to the Closing Date, by providing written notice to the AgraCity Group and the Monitor of same and delivering a revised Assigned Contracts and Purchased Assets Allocation. Immediately upon such delivery, this Agreement shall be deemed to be automatically amended to incorporate such revised Assigned Contracts and Purchased Assets Allocation. For greater certainty, any amendment to the Assigned Contracts and Purchased Assets Allocation shall only amend the allocation of the Purchased Assets and the Assigned Contracts among the Purchaser Nominees and the Purchaser, and shall not affect, in any manner, the consideration payable by the Purchaser hereunder.

5.15 Actions by the Purchaser

For greater certainty, from and after the execution and delivery of this Agreement, the Purchaser may contact Governmental Authorities, Employees, and the AgraCity Group's customers, suppliers, and contractual counterparties, outside of the presence of the Monitor and the AgraCity Group, and the AgraCity Group and the Monitor shall cooperate in facilitating all such contact or meetings. Without limiting the generality of the foregoing, during such period, the Purchaser or Purchaser's Nominees shall be fully authorized to provide contingent offers of employment to the Key Employees in accordance with the terms of this Agreement.

5.16 Data Reliance Agreement Review

The Parties mutually acknowledge that, due to the confidentiality obligations which attach to the Data Reliance Agreements, the Purchaser has not had any opportunity to review the Data Reliance Agreements prior to executing this Agreement. During the Interim Period, the AgraCity Group shall provide the Purchaser with copies of all Data Reliance Agreements and facilitate communications with the counterparties of such Data Reliance Agreements to allow the Purchaser to confirm amounts due and owing under such Data Reliance Agreements, if any, and the status of any negotiations in relation to the Data Reliance Agreements or any renewal thereof. Notwithstanding anything in this Agreement to the contrary, during the Interim Period, following the provision of further information to the Purchaser concerning the Data Reliance Agreements, the Purchaser may, at its sole and unfettered discretion, elect not to obtain an assignment of any Data Reliance Agreement(s) by providing written notice to the Monitor and the AgraCity Group, in which case such Data Reliance Agreement(s) shall henceforth be deemed to be an Excluded Contract and an Excluded Asset.

Furthermore, the AgraCity Group, jointly and severally, covenant and agree that, other than with respect to the Settlement Amount, no settlement amounts, renewal fees, extension fees, amendment fees, or similar amounts, have been finalized between any applicable member of the AgraCity Group and the counterparty(ies) to any Data Reliance Agreement, nor will such amounts be finalized as of or prior to the Closing. Following Closing, the Purchaser shall have the sole and exclusive right to conduct all negotiations in respect of the Data Reliance Agreements, including in connection with any arbitrations.

5.17 Information Technology Access

The Parties mutually acknowledge and agree that the information technology systems owned and used by the AgraCity Group (collectively, the "**IT Systems**"):

- (a) form part of the Purchased Assets and shall, from and after Closing, be subject to the Purchaser's sole and exclusive use and control, except as otherwise expressly permitted pursuant to this Section 5.17, and any access granted to any Person other than the Purchaser shall be limited to the purposes expressly set out herein and shall be subject to the Purchaser's reasonable oversight and control;

- (b) forms part of the Purchased Assets and includes emails and related content associated with the jtmann@agracity.com account, which has been used by Jason Mann for more than 20 years and may include personal information relating to him, provided, for clarity, that the Parties acknowledge that all “agracity.com” email accounts and all related platforms or IT Systems form part of the Purchased Assets; and,
- (c) may include information which the AgraCity Group or the Monitor may reasonably require for the purposes of completing tax returns, preparing other tax filings and responding to CRA audits and inquiries, carrying out a claims procedure within the CCAA Proceedings, or winding-down the AgraCity Group, or for the ongoing operations of any members of the AgraCity Group and its Affiliates which are not being wound down in the near term or such other similar use as may arise in the future (collectively, those matters referenced in 5.17(c) are referred to as, the “**Permitted IT Data Use**”).

For greater certainty, any access to the IT Systems or information contained therein by Jason Mann or any member of the AgraCity Group following Closing shall be solely for the Permitted IT Data Use, and shall not be used, directly or indirectly, for any competitive, commercial or other purpose unrelated thereto.

Accordingly, the Purchaser, using reasonable commercial efforts, shall cooperate in providing reasonable access to the IT Systems, or true and functional copies of documents or information stored on the IT Systems, as may be reasonably requested and necessary for the Permitted IT Data Use. The process by which such access, documents, or information, may be provided to Jason Mann, the Monitor, or the AgraCity Group or an Affiliate of the AgraCity Group (such Person being the “**Requesting Party**”), shall be as follows:

- (a) the Requesting Party shall provide a written request to the Purchaser identifying, with reasonable specificity, the system, document, or information, which the Requesting Party wishes to have access to or obtain copies of, and the purpose of such request;
- (b) the Purchaser shall review such request and shall assess, in its sole discretion, whether any confidential or commercially sensitive information is or is likely to be contained in the system, document, or information subject to such request; and,
- (c) the Purchaser shall, acting reasonably, provide access to or copies of such system, document, or information, or refuse to provide such access, based upon the Purchaser’s determination as to whether such access, information, or document, relates to Permitted IT Data Use or Jason Mann’s personal emails and whether it contains and confidential, commercial sensitive, or other Restricted Information (as defined below).

Furthermore, to the extent required following Closing, the Purchaser shall cooperate with the Monitor, acting reasonably, to identify what access, documents, or information may be required by the AgraCity Group under this Section 5.17. This Section 5.17 shall survive Closing, for a period of up to one (1) year following Closing. For greater certainty, nothing in this Section 5.17 shall permit or entitle, in any way, any of the AgraCity Group, any Affiliate of the AgraCity Group, or Jason Mann, to access or retain copies of any proprietary, commercially sensitive, confidential, or strategic information or any of the Purchased Assets, including, without limitation, any Formulas or PMRA Assets, as may be determined, by the Purchaser, in its discretion (the “**Restricted Information**”). Any access provided pursuant to this Section 5.17 shall be subject to reasonable oversight and control by the Purchaser, and the

Purchaser may, acting reasonably, implement safeguards or restrictions to protect commercially sensitive or confidential information of the Business.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, at the Closing Time, and shall be subject to such escrow document release arrangements as the Parties may agree. For greater certainty, Closing shall occur on or before the Outside Date unless otherwise agreed to by the Purchaser, in writing.

6.2 The Purchaser's Closing Deliveries

At or before the Closing (as applicable), the Purchaser shall deliver or cause to be delivered to the AgraCity Group (or to the Monitor, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Purchaser confirming and certifying that each the conditions in Sections 7.2(f) and 7.2(g) have been satisfied;
- (b) a copy of the Purchased Assets Bill of Sale, signed by the Purchaser or its nominee;
- (c) a copy of the Assigned Contracts Assignment Agreement, signed by the Purchaser or its nominee;
- (d) a receipt from the Interim Lender, confirming the amount and credit bid of the Credit Bid Amount in accordance with Sections 2.1(d);
- (e) the Cash Consideration, paid to the Monitor in accordance with Sections 2.1(f) and 2.2; and
- (f) such other agreements, documents and instruments as may be reasonably required by the AgraCity Group to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 The AgraCity Group's Closing Deliveries

At or before the Closing (as applicable), the AgraCity Group shall deliver or cause to be delivered to the Purchaser, the following:

- (a) a copy of the Purchased Assets Bill of Sale, signed by the AgraCity Group;
- (b) a copy of the Assigned Contracts Assignment Agreement, signed by the AgraCity Group;
- (c) all PMRA Assets used in the Business or otherwise held by or for the benefit of the AgraCity Group, together with all Confidential Information, in electronic, physical, or any other format, which are associated with or which form part of the PMRA Assets;

- (d) duly-executed copies of all existing non-competition, non-disclosure and intellectual property assignment agreements contemplated by Section 5.13(c), including any consent required from any person party to such agreement, consenting to the assignment of such agreement by the AgraCity Group to, and in favour of, the Purchaser;
- (e) evidence, satisfactory to the Purchaser, that all fees, charges, or assessments required to maintain any Corporate IP, any PMRA Registration and Labels, or any CFIA Registrations and Labels, in good standing, have been paid;
- (f) evidence, satisfactory to the Purchaser, of the termination of all Key Employees;
- (g) a copy of the issued and granted Sale Approval and Vesting Order, acceptable to the Purchaser;
- (h) a complete list of all Farmer Reconciliation Obligations outstanding on Closing and all Farmer Reconciliation Parties as at Closing;
- (i) a certificate dated as of the Closing Date and executed by an executive officer of each member of the AgraCity Group confirming and certifying that each of the conditions in Sections 7.1(f), 7.1(g), and 7.1(h) have been satisfied;
- (j) if applicable, copies of the fully-executed lease amending agreements in respect of any Specified Lease, as contemplated by Section 5.12;
- (k) all Books and Records and other property of the AgraCity Group;
- (l) the Cash Consideration Accounting; and
- (m) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 The Purchaser's Conditions

The Purchaser shall not be obligated to complete the Transactions contemplated by this Agreement, unless each of the conditions listed below in this Section 7.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition, in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing; provided that if the Purchaser does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Purchaser. The AgraCity Group shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the commencement of the Closing.

- (a) Successful Bid. This Agreement shall have been declared the Successful Bid in accordance with the SISP Procedures.

- (b) Court Approval. The following conditions have been met: (i) the SISP Order shall have been issued by the Court and shall be a Final Order, which shall not have been amended, varied, set aside, or unperformed; (ii) the SISP Order shall have approved: (A) this Agreement as the stalking horse bid in respect of the SISP; and (B) the Stalking Horse Charge; and, (iii) the Sale Approval and Vesting Order (A) shall have been issued by the Court; (B) shall not have been vacated, set aside, varied, or stayed; and (C) at least two clear Business Days, or such other period as the Parties may agree in writing, shall have elapsed since the Sale Approval and Vesting Order was issued by the Court.
- (c) Interim Financing Term Sheet. The Interim Facility and the Interim Financing Term Sheet shall have been approved by the Court, and the Interim Lender's Charge shall have been granted pursuant to the ARIO and shall be a Final Order, and the AgraCity Group shall not have breached the ARIO or the Interim Financing Term Sheet. The Interim Lender's Charge shall remain valid and enforceable, as against all of the Property, and shall not have been stayed, varied, amended, vacated, or varied, in any manner, whatsoever, nor shall there be any application, appeal, application for leave to appeal, or other Action challenging the validity or enforceability of the Interim Lender's Charge.
- (d) The AgraCity Group's Deliverables. The AgraCity Group shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.3.
- (e) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement. Without limiting the generality of the foregoing, all Regulatory Approvals, consents, waivers and filings are required in respect of the Transaction shall have obtained, approved or granted.
- (f) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or Transactions specifically contemplated by this Agreement (including the Sale Approval and Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects (unless otherwise explicitly qualified by materiality, in which case, such qualification shall not apply): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (g) No Breach of Covenants. The AgraCity Group shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement, the Interim Financing Term Sheet, the SISP, the SISP Order, and the Stalking Horse Term Sheet, required to be performed by the AgraCity Group on or before the Closing, and there shall have been no material breach of any of the aforementioned or the SISP Procedures, by the AgraCity Group.
- (h) No Material Adverse Effect. No change, condition, event or occurrence shall have occurred which has or could reasonably be expected to have a material adverse effect on the AgraCity Group or any of its Property. For greater certainty, and without limiting the generality of the foregoing, it shall be deemed to be a material adverse effect on the Property if any material Assigned Contracts (including, in particular but without

limitation, any Data Reliance Agreements) are not capable of being assigned, or are not assigned, to the Purchaser or Purchaser Nominees, as applicable, under the Sale Approval and Vesting Order.

- (i) Total Consideration. The total Purchase Price shall be equal to or less than [REDACTED] including the value of all Assumed Liabilities, all assumed Farmer Reconciliation Obligations (for greater certainty, for the purposes of calculating the Purchase Price, being valued at, and deemed to be in the amount of, [REDACTED], all Cure Costs, payment of Priority Charges, the credit bid of the Credit Bid Amount, and the Cash Consideration.
- (j) Data Reliance Agreements. All Data Reliance Agreements shall be assigned and transferred to the Purchaser or Purchaser Nominees, as applicable, pursuant to the Sale Approval and Vesting Order, shall be valid and enforceable following the granting of the Sale Approval and Vesting Order, and no counterparty to any Data Reliance Agreement shall have any right to terminate same as at or immediately following Closing.
- (k) Termination of Key Employees. The AgraCity Group shall have terminated the employment of all Key Employees prior to Closing, and all liabilities owing to any such Key Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be and constitute Excluded Liabilities.

The Purchaser acknowledges and agrees that its obligations to consummate the Transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party.

7.2 The AgraCity Group's Conditions

The AgraCity Group shall not be obligated to complete the Transactions contemplated by this Agreement unless each of the conditions listed below in this Section 7.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the AgraCity Group, and may be waived by the AgraCity Group in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the AgraCity Group only if made in writing, provided that if the AgraCity Group does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the AgraCity Group. The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the commencement of the Closing.

- (a) Successful Bid. This Agreement shall have been declared the Successful Bid in accordance with the SISP Procedures.
- (b) Court Approval. The following conditions have been met: (i) the SISP Order shall have been issued by the Court and shall be a Final Order, which shall not have been amended, varied, set aside, or unperformed; (ii) the SISP Order shall have approved: (A) this Agreement as the stalking horse bid in respect of the SISP; and (B) the Stalking Horse Charge; and (iii) the Sale Approval and Vesting Order (A) shall have been issued by the Court; (B) shall not have been vacated, set aside, varied, or stayed; and

(C) at least two clear Business Days, or such other period as the Purchaser may agree to in writing, shall have elapsed since the Sale Approval and Vesting Order was issued by the Court.

- (c) Cash Consideration. The Purchaser shall have paid the Cash Consideration as contemplated by Section 2.1.
- (d) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the AgraCity Group (with a copy to the Monitor) at the Closing all the documents and payments contemplated in Section 6.2.
- (e) No Violation of Orders or Law. During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Agreement. Without limiting the generality of the foregoing, all regulatory, approvals, consents, waivers and filings are required in respect of the Transaction shall have obtained, approved or granted.
- (f) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or Transactions specifically contemplated by this Agreement (including the Sale Approval and Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (g) No Breach of Covenants. The Purchaser shall have performed, in all material respects all covenants, obligations and agreements contained in this Agreement and the Interim Financing Term Sheet, as required to be performed by the Purchaser on or before the Closing.

7.3 Monitor's Certificate

When the conditions to Closing set out in Section 7.1 and Section 7.2 have been satisfied or waived by the AgraCity Group or the Purchaser, as applicable, the AgraCity Group, the Purchaser or their respective counsel will each deliver to the Monitor confirmation in writing that such conditions of Closing, as applicable, have been satisfied or waived and that the Parties are prepared for the Closing to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the Cash Consideration, the Monitor shall: (a) issue, forthwith, its Monitor's Certificate concurrently to the AgraCity Group and the Purchaser, at which time the Closing will be deemed to occur and be fully completed and performed; and (b) file as soon as practicable copies of the Monitor's Certificate with the Court (and shall provide a true copy of each such filed certificate to the AgraCity Group and the Purchaser). In the case of (a) and (b) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the AgraCity Group or the Purchaser as a result of filing the Monitor's Certificate.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

- (a) This Agreement is irrevocable until the earlier of: (A) Closing; or (B) the occurrence of any event contemplated under Section 8.1(b) below.
- (b) This Agreement may be terminated on or prior to the Closing Date:
 - (i) by the mutual agreement of the AgraCity Group and the Purchaser;
 - (ii) by the Purchaser or the AgraCity Group, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Saskatoon time) on the Outside Date, provided that the reason for the Closing not having occurred is not due solely to any act or omission, or breach of this Agreement, by the party seeking to terminate;
 - (iii) by the Purchaser, upon notice to the AgraCity Group, if the Court declines at any time to grant the Sale Approval and Vesting Order, the SISP Order (including the SISP Procedures), or the Interim Financing Amendment Order, or if any term of the Sale Approval and Vesting Order, the SISP Order (including the SISP Procedures), or the Interim Financing Amendment Order, is violated, breached, amended, varied, or otherwise modified, without the consent of the Purchaser, which may be withheld by the Purchaser, in its sole and unfettered discretion;
 - (iv) by the AgraCity Group, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.2, as applicable, by the Outside Date and such violation or breach has not been waived by the AgraCity Group or cured by the Purchaser within five (5) Business Days of the AgraCity Group providing notice to the Purchaser of such breach, unless the AgraCity Group is themselves in material breach of their own obligations under this Agreement at such time; or,
 - (v) by the Purchaser, if there has been a material violation or breach by the AgraCity Group of any agreement, covenant, representation or warranty of the AgraCity Group in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Purchaser or cured by the AgraCity Group within five (5) Business Days of the Purchaser providing notice to the AgraCity Group of such breach, unless the Purchaser is itself in material breach of its own obligations under this Agreement at such time.
- (c) Prior to the AgraCity Group agreeing or electing to any termination pursuant to Section 8.1, the AgraCity Group shall first obtain the prior written consent of the Monitor.

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as otherwise set out herein plus as contemplated in Sections 9.1 (*Break Fee*), 10.2 (*Qualified Bid and Topping Bid*), 10.4 (*Expenses*), 10.5 (*Public Announcements*), 10.6 (*Notices*), 10.10 (*Waiver and Amendment*), 10.13 (*Governing Law*), 10.14 (*Dispute Resolution*), 10.15 (*Attornment*), 10.16 (*Successors and Assigns*), 10.17 (*Assignment*), 10.18 (*No Liability; Monitor Holding or Disposing Funds*), and 10.19 (*Third Party Beneficiaries*), which shall survive such termination.

ARTICLE 9 BREAK FEE

9.1 Break Fee

In consideration for the Purchaser's expenditure of time and money and agreement to act as stalking horse bidder in the SISP, and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement, and subject to Court approval, the Purchaser shall be entitled to the Break Fee in the event that this Agreement is terminated pursuant to Section 8.1, provided that such termination does not result exclusively and solely from a material violation or breach of this Agreement by the Purchaser (and for greater certainty, any failure to obtain the Approval and Reverse Vesting Order shall be deemed to be a material breach of this Agreement, exclusively and solely caused by the AgraCity Group). In no event shall the Purchaser be entitled to multiple Break Fees or any Break Fee in an amount greater or less than the amount set out herein. The Break Fee, as approved in the SISP Order and secured by the Break Fee Charge, shall, if payable, be payable to the Purchaser within two (2) Business Days of the closing of the ultimate Successful Bid. For greater certainty: (A) in any circumstance where the Break Fee becomes payable, the Break Fee shall be due and payable, in full and in cash, by each of the AgraCity Group, jointly and severally, without set off or deduction of any kind, and the quantum of the Break Fee shall not be increased or reduced for any reason, whatsoever; and, (B) the Break Fee, if payable, shall constitute an approved expense of the estate and shall rank in priority in accordance with the SISP Order, including ahead of all other Claims except those expressly having priority under such Order.

ARTICLE 10 GENERAL

10.1 Amendments by the Purchaser.

Notwithstanding anything else contained in this Agreement, the AgraCity Group acknowledges and agrees that the Purchaser may amend, supplement, or amend and restate this Agreement, including, without limitation, all Schedules hereto, in the Purchaser's sole discretion, provided that: (a) such amendment, supplement, or amendment and restatement, does not materially lower the consideration which the AgraCity Group or their stakeholders will benefit from, as part of the Transactions; (b) such amendment, supplement, or amendment and restatement, does not reduce the allocation in respect of the Genesis Assets, pursuant to Section 2.4, to an amount less than \$8,000,000 (Eight Million Canadian Dollars); and, (c) such amendment, supplement, or amendment and restatement, is provided to the AgraCity Group and the Monitor on such date as contemplated herein or as may be agreed to by the Parties, in writing. Without limiting the generality of the foregoing, the AgraCity Group specifically acknowledges and agrees that the Purchaser may from time to time amend the Schedules to this Agreement, including, without limitation, following the Phase 2 Bid Deadline, up to the applicable date (if any) set forth in this Agreement with respect to each Schedule and, if no such date is specified for any given Schedule, up to the date that is no less than two (2) Business Days before any application seeking the Sale Approval and Vesting Order. For greater certainty, in the case of **Schedule "A"**, the

applicable date up to which such Schedule may be amended by the Purchaser is set forth in the definition of "Sale Approval and Vesting Order".

10.2 Qualified Bid and Topping Bid.

The Purchaser and the Monitor expressly confirm and agree that this Agreement is a Qualified Bid (as defined in the SISP Procedures) and a Topping Bid (as defined in the SISP Procedures). For greater certainty, the Parties acknowledge that the Purchaser has elected to submit this Agreement as a Qualified Bid (as defined in the SISP Procedures) and a Topping Bid (as defined in the SISP Procedures), as contemplated by the SISP Procedures, and Section 10.2 of the Original Agreement.

10.3 Survival.

All representations, warranties, covenants and agreements of the AgraCity Group or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

10.4 Expenses.

Each of the Parties shall bear their own fees, disbursements, and expenses incurred in connection with this Agreement. For greater certainty, notwithstanding the foregoing, nothing in this Agreement shall affect or limit, in any manner, the Purchaser's entitlement to obtain the Break Fee or, in its capacity as the Interim Lender, to recover the Lender's Expenses and all other fees, expenses, and disbursements, as contemplated by the Interim Financing Term Sheet.

10.5 Public Announcements.

The AgraCity Group shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release announcing the execution of this Agreement and, when applicable, the approval by the Court of this Agreement. In addition, this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings.

10.6 Notices.

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the AgraCity Group to:

AgraCity Crop & Nutrition Ltd.
1-302 Melville Street
Saskatoon, SK S7J 4M6

Attention: Jason Mann
Email: jtmann@agracity.com

with a copy to:

Miller Thomson LLP
525-8th Avenue S.W., 43rd Floor
Calgary, Alberta | T2P 1G1

Attention: James W. Reid
E-mail: jwreid@millerthomson.com

If to the Monitor to:

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

Attention: Peter Chisholm
E-mail: Peter.Chisholm@parthenon.ey.com

With a copy to:

McDougall Gauley LLP
500 - 616 Main Street
Saskatoon SK S7H 0J6

Attention: Paul Fedoroff
E-mail: pfedoroff@mcdougallgauley.com

If to the Purchaser:

United Farmers of Alberta Co-operative Limited
4838 Richard Road SW
Calgary, AB T3E 6L1

Attention: Steve Kovacs and Bob Fink
E-mail: steve.kovacs@ufa.com, bob.fink@ufa.com and UFA.Legal@ufa.com

with a copy to:

McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Tom Mix and Pantelis Kyriakakis
E-mail: tmix@mccarthy.ca and pkyriakakis@mccarthy.ca

- (b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Calgary time on such day. Otherwise, such communication shall be deemed

to have been given and made and to have been received on the next following Business Day.

- (c) Change of Address. Any Party may from time to time change its address under this Section 10.6 by notice to the other Parties given in the manner provided by this Section 10.6.

10.7 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

10.8 Further Assurances.

The AgraCity Group and the Purchaser shall, at their individual and sole expense, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

10.9 Entire Agreement.

This Agreement and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement. For greater certainty, nothing in this Agreement shall affect, limit, amend, or modify, in any way, the Interim Financing Term Sheet, the Interim Financing Obligations, the Interim Facility, or any other ancillary agreement or document entered into in connection therewith.

10.10 Waiver and Amendment.

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the AgraCity Group and Purchaser (including by way of email); and (b) the Monitor shall have provided its consent (provided, however, that the Parties may waive conditions to Closing in their sole discretion, except as otherwise restricted hereunder, including, for greater certainty, that neither Party may waive any condition in relation to obtaining the Sale Approval and Vesting Order). No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

10.11 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.12 Remedies Cumulative.

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party. For the avoidance of doubt, nothing in this Agreement shall prejudice or limit the rights of the Purchaser or any of its Affiliates under the Interim Financing Term Sheet, the Interim Financing Obligations, the Interim Facility, or any other ancillary agreement or document entered into in connection therewith.

10.13 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

10.14 Dispute Resolution.

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of article 8 hereof, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

10.15 Attornment.

Each Party agrees: (a) that any Legal Proceeding relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 10.15. Each Party agrees that service of process on such Party as provided in this Section 10.15 shall be deemed effective service of process on such Party.

10.16 Successors and Assigns.

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

10.17 Assignment.

The AgraCity Group shall not be permitted to assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the Purchaser. The Purchaser shall be entitled and permitted to assign any or all or any portion of its rights, interests, and obligations under this Agreement to any Affiliate or nominee of the Purchaser (including but not limited to the Purchaser's Nominees), in the Purchaser's sole and unfettered discretion and without consent of the AgraCity Group of the Monitor, provided that: (a) the Purchaser provides prior notice of such assignment to the AgraCity Group and the Monitor; and (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; and no such assignment shall relieve the Purchaser of its obligations hereunder. Any purported assignment or delegation in violation of this Section 10.17 is null and void.

10.18 No Liability; Monitor Holding or Disposing Funds.

The Purchaser and the AgraCity Group acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the AgraCity Group in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement whatsoever (including, without limitation, in connection with the receipt, holding or distribution of the Cash Consideration) or any portion thereof, whether in its capacity as Monitor, in its personal capacity or otherwise; save and except for any Claim or liability arising out of gross negligence or willful misconduct on the part of the Monitor or such Monitor's Affiliates. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the AgraCity Group and the Purchaser with respect to the holding or disposition of any portion of the Cash Consideration or any other obligation of the Monitor hereunder in respect of the Cash Consideration, or if at any time the Monitor is unable to determine the proper disposition of any portion of the Cash Consideration or its proper actions with respect to its obligations hereunder in respect of the Cash Consideration, then the Monitor may: (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Cash Consideration or any portion thereof into the Court for holding and disposition in accordance with the instructions of the Court or (ii) hold the Cash Consideration or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the AgraCity Group and the Purchaser directing the Monitor to disburse the Cash Consideration or any portion thereof in the manner provided for in such direction, or (b) the Monitor receives an order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse the Cash Consideration in the manner provided for in the order.

For greater certainty, the Parties mutually acknowledge and agree that the Monitor is executing this Agreement solely for the purpose of acknowledging and agreeing to the terms of this Agreement concerning certain steps to be undertaken by the Monitor, and the Monitor shall not be liable for or in respect of any covenant of the AgraCity Group hereunder or any failure by the AgraCity Group to perform any of their obligations hereunder.

Without limiting the generality of the foregoing, any and all obligations of the Monitor to hold or distribute funds pursuant to this Agreement shall survive the Closing, as contemplated by Section 10.3, and the Monitor expressly acknowledges and agrees that such obligations shall survive the Closing.

10.19 Third Party Beneficiaries.

Except with respect to the Monitor as expressly set forth in Sections 10.18 and 10.20, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.20 Enhanced Monitor's Powers.

In the event that any Order is granted by the Court in the CCAA Proceedings granting the Monitor the power to act on behalf of the AgraCity Group, or authorizing or directing the Monitor to execute documents for and on behalf of the AgraCity Group, or to exercise the powers of shareholders, directors, or officers of the AgraCity Group, or which in any other manner permits or authorizes the Monitor to take possession or control (whether *de facto* or *de jure*) of the AgraCity Group or the Property, all references to the AgraCity Group in this Agreement shall be deemed to include the Monitor acting in such aforementioned capacity on behalf of the AgraCity Group. For greater certainty, any actions or steps taken by the Monitor in such enhanced capacity shall not impose personal liability

upon the Monitor and any Liabilities accruing to the AgraCity Group after the effective date of such Order shall continue to be Liabilities of the AgraCity Group and not Liabilities of the Monitor.

10.21 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Remainder of page intentionally left blank. Signature page follows.]

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

**UNITED FARMERS OF ALBERTA CO-
OPERATIVE LIMITED**

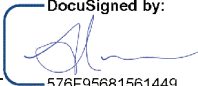
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Per: Fred Thun
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Title: President and CEO

Signed by:
Per: Steve Kovacs
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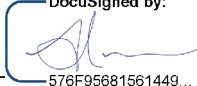
Title: Chief Sales Officer

AGRACITY CROP & NUTRITION LTD.

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Title:

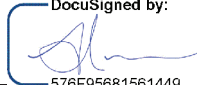
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MPOWER LOGISTICS LTD.

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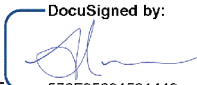
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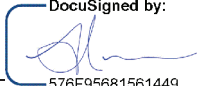
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CARBONTERRA LTD.

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**AGRONOMAX FARM MANAGEMENT
SOLUTIONS INC.**

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14492676 CANADA INC.

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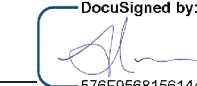
VIKING CROP PRODUCTION PARTNERS INC.

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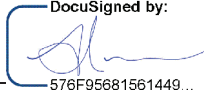
101114752 SASKATCHEWAN LTD.

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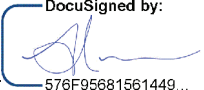
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101072497 SASKATCHEWAN LTD.

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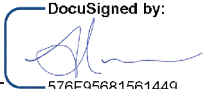
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CATALYST TECHNOLOGIES LTD.

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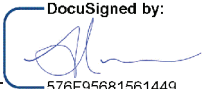
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101187148 SASKATCHEWAN LTD.

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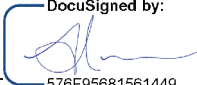
FNA AGRACITY HOLDINGS LTD.

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GENESIS GRAIN & FERTILIZER GP INC.

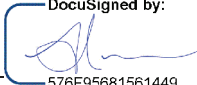
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GENESIS GRAIN & FERTILIZER LIMITED PARTNERSHIP

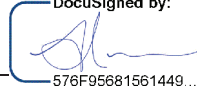
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GENESIS OPERATING GP INC.

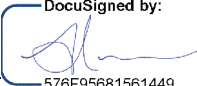
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GENESIS G&F OPERATING LP

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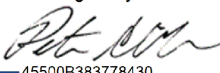
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ACKNOWLEDGED AND AGREED TO by the Monitor:

ERNST & YOUNG INC., in its capacity as the Court-appointed Monitor of the AgraCity Group, and not in its personal or corporate capacity

Per: _____
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Per: _____
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Title: _____

SCHEDULE "A"
SALE APPROVAL AND VESTING ORDER

[See attached]

COURT FILE NUMBER **KBG-SA-1435 of 2025**

**COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY**

JUDICIAL CENTRE **SASKATOON**

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND

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., GENESIS GRAIN & FERTILIZER GP INC., GENESIS OPERATING GP INC., 101187148 SASKATCHEWAN LTD., AND FNA AGRACITY HOLDINGS LTD.

Before the Honourable Justice Meschishnick in chambers the 19th day of March 2026.

SALE APPROVAL AND VESTING ORDER

UPON the application by the above noted applicants (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");

AND UPON hearing representations by counsel for the Applicants, including in relation to Genesis Grain & Fertilizer Limited Partnership and Genesis G&F Operating LP (collectively, the "**Stay LPs**"), the Applicants and the Stay LPs are collectively referred to as, the "**CCAA Entities**"), counsel for United Farmers of Alberta Co-Operative Limited (the "**Purchaser**"), counsel for Ernst & Young Inc., in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of the Applicants within these proceedings (the "**CCAA Proceedings**"), and counsel for all other parties present;

AND UPON reading: (i) the Notice of Application, dated March 16, 2026; (ii) the Affidavit of Jason Mann, sworn March 17, 2026 (the "**Affidavit of Jason Mann**"); (iii) the Fifth Report of the Monitor, dated March 17, 2026 (the "**Fifth Report**"); (iv) the Bench Brief and Book of Authorities of the CCAA Entities; (v) the Amended and Restated Initial Order of the Honourable Mr. Justice R.S. Smith granted in the CCAA Proceedings on December 11, 2025 (the "**ARIO**"); (vi) the Sales and Investment Solicitation Process Approval Order of the Honourable Mr. Justice R.S. Smith granted in the CCAA Proceedings on December 11, 2025 (the "**SISP Order**"); and, (vii) a proposed Draft Order, all filed, and the pleadings and proceedings having taken herein:

The Court Orders:

SERVICE AND DEFINITIONS

1. Service of the Notice of Application on behalf of the CCAA Entities and the materials filed in support thereof (collectively, 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 and valid and, furthermore, shall be and is hereby abridged, such that service of such Application Materials is deemed to be good, timely and sufficient.
2. Any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Sale Agreement (as defined below), unless otherwise indicated. For greater certainty, the copy of the Sale Agreement attached to the filed Monitor’s Certificate (as defined below), shall be authoritative and determinative in all respects for the purposes of any term defined herein by reference to the Sale Agreement.

AUTHORIZATIONS

3. No further authorization, consent, approval or other action by and no notice to any other persons are required for the due authorization and execution by the CCAA Entities or by any of their Directors and Officers (defined herein) of the Sale Agreement (defined herein), except as set out herein.

APPROVAL OF TRANSACTIONS

4. The Transactions contemplated by an Amended and Restated Asset Purchase Agreement dated March 12, 2026 (the “**Sale Agreement**”), between the CCAA Entities, as vendors, and the Purchaser, as purchaser, as appended to the Fifth Report as Appendix “M” thereto, for the sale to the Purchaser (or the Purchaser Nominees, as applicable) of the CCAA Entities’ right, title and interest in and to the Purchased Assets described in the Sale Agreement, is declared to be commercially reasonable and in the best interests of the CCAA Entities and their creditors and other stakeholders and is hereby authorized and approved, including: (i) such amendments as are permitted by the terms thereof (which amendments, for greater certainty, shall not decrease the consideration available to the CCAA Entities under the Sale Agreement); and, (ii) such minor amendments as the CCAA Entities and the Purchaser may deem necessary and as may be approved by the Monitor.
5. The CCAA Entities and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable (including any steps necessary or desirable to satisfy or comply with any applicable laws, regulations or orders of any courts, tribunals, regulatory bodies or administrative bodies in any jurisdiction in which the Purchased Assets may be located) for the completion of the Transactions or for the conveyance of the Purchased Assets to the Purchaser (or the Purchaser Nominees, as applicable), subject to such amendments as the CCAA Entities, the Monitor, and the Purchaser may agree upon, or as otherwise contemplated by the terms of the Sale Agreement, provided that any such amendments do not materially affect the Purchase Price.

VESTING OF PROPERTY

6. Upon satisfaction of the conditions set forth in Section 7.3 of the Sale Agreement, including, for greater certainty, that the Monitor shall have received the Cash

Consideration and the CCAA Entities and the Purchaser shall each have delivered their respective Conditions Certificates to the Monitor, the Monitor shall deliver a Monitor's certificate to the Purchaser, substantially in the form set out in **Schedule "B"** hereto (the "**Monitor's Certificate**").

7. The Monitor may rely on the Conditions Certificates contemplated by the Sale Agreement regarding fulfillment or, if applicable, waiver, of conditions to closing of the Transactions under the Sale Agreement, and shall have no liability with respect to the delivery of the Monitor's Certificate.
8. Upon delivery of the Monitor's Certificate all of the CCAA Entities' right, title and interest in and to the Purchased Assets, as defined and set out in the Sale Agreement, including, without limitation, such Purchased Assets as are listed on **Schedule "C"** hereto and such other Purchased Assets as described in the Sale Agreement, shall, save and except for the encumbrances listed in **Schedule "D"** hereto (the "**Permitted Encumbrances**"), vest absolutely in the name of the Purchaser (or the Purchaser Nominees, as applicable), free and clear of and from any and all Encumbrances, as such term is defined in the Sale Agreement, including, without limitation, all security interests (whether contractual, statutory, or otherwise), hypothecs, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other Claims (as defined in the Sale Agreement) and all rights of others, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the ARIO;
 - (b) any Claims or Encumbrances in relation to termination or severance pay;
 - (c) any Claims or Encumbrances in relation to tax liabilities, of any nature or kind, whatsoever, accruing up to and immediately prior to the Closing Time;
 - (d) any Claims or Encumbrances in relation to ownership, property, or trust claims;
 - (e) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act, 1993* SS 1993, c P-6.2, or any other personal property registry system in any province or territory; and
 - (f) those Encumbrances listed in **Schedule "E"** hereto;

and, for greater certainty, this Court orders that all of the Claims and Encumbrances (save and except for the Permitted Encumbrances) affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

9. For greater certainty, the vesting in the Purchaser and the Purchaser Nominees, as contemplated by paragraph 8 of this Order, shall occur in the manner contemplated by Schedule "N" to the Purchase Agreement (as such Schedule "N" appears in the copy of the Purchase Agreement appended to the Monitor's Certificate), and the Purchased Assets and all other transferred interests, shall be allocated between and vested in the Purchaser and the Purchaser Nominees as indicated in such Schedule "N" to the Purchase Agreement.

10. Upon delivery of the Monitor's Certificate to the Purchaser, the Monitor shall be and is hereby authorized to effect such discharges or revisions in the Saskatchewan Personal Property Registry or any other registry, as may be reasonably required to conclude the Transactions.
11. Pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 12 of *The King's Bench Act, SS 2023, c 28* the Saskatchewan Registrar of Titles shall be and is hereby directed:
 - (a) to accept an application (the "**Land Titles Application**") to surrender the existing title to the real properties legally described as:
 - (i) Title No. 157904567, Parcel G, Plan No. 71H05151 Extension 0, Humboldt, SK; and,
 - (ii) Surface Parcel #102697094, NW SE 22-TWP 17-RGE, 24-W2, Extension 1,

(collectively, the "**Real Property**")

and to set up new titles to such Real Property in the name of the Purchaser (or the Purchaser Nominees, as applicable, and as may be set forth in Schedule "N" to the Purchase Agreement) as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances as set out in **Schedule "D"** hereto; and

 - (b) for greater certainty, to discharge all interests described in **Schedule "E"** hereto.
12. Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the Purchaser.
13. For the purposes of determining the nature and priority of the Encumbrances:
 - (a) the net proceeds from the sale of the Purchased Assets (the "**Net Sale Proceeds**") shall stand in the place and stead of the Purchased Assets; and
 - (b) from and after the delivery of the Monitor's Certificate to the Purchaser, all Encumbrances and all rights of others shall attach to the Net Sale Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to closing of the Transactions.
14. The Purchaser (and the Purchaser Nominees, as applicable) shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever in respect of any Claims against the CCAA Entities. Without limiting the generality of the foregoing, the Purchaser (and the Purchaser Nominees, as applicable), shall have no liability, whatsoever, in relation to any Claims against the CCAA Entities in respect of any employee or former employee's employment with the CCAA Entity or the termination thereof, including in respect of severance pay or termination pay, whether under statute, contract or at common law.

15. The CCAA Entities and all persons who claim by, through or under the CCAA Entities in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, license, rental, and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or the Purchaser Nominees, as applicable).
16. From and after the delivery of the Monitor's Certificate, the Purchaser and the Purchaser Nominees, as applicable, shall have the sole and exclusive use of all Purchased Assets, and no other person (including, without limitation, any person claiming by and through the CCAA Entities) shall be entitled to use, possess, disclose Confidential Information in respect of, provide access to, or otherwise control, any of the Purchased Assets, except as otherwise set out in the Sale Agreement. For greater certainty:
 - (a) nothing in this Order shall prevent any former employees, contractors, directors, or officers of the CCAA Entities from continuing to work in the crop inputs and agronomic solutions industries, and utilizing any public information, or their trade skills, knowledge, connections or abilities, provided, for greater certainty, that such persons shall not be permitted to make use of any Confidential Information, including, without limitation, any Formulas, in connection with same; and
 - (b) subject to the terms of the Sale Agreement, or as may otherwise be agreed to by the Purchaser and the CCAA Entities, in their sole discretion, nothing in this Order shall prevent access to any documents, which may be provided to the Monitor, the CCAA Entities, or any other person, all in accordance with Section 5.17 of the Sale Agreement, provided that such persons shall destroy all copies of any such record or document in their possession on the earlier of: (i) the date such record or document is no longer required to complete any tax returns, claims procedure, or other purpose contemplated by Section 5.17 of the Sale Agreement; and, (ii) the date on which the Monitor is discharged as Monitor of the CCAA Entities, or a receiver, receiver-manager, trustee in bankruptcy, or similar person, is appointed in respect of any or all of the CCAA Entities
17. The Purchaser (or the Purchaser Nominees, as applicable) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the CCAA Entities, or any person claiming by or through or against the CCAA Entities.
18. Immediately after the closing of the Transactions, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or the CCAA Entities.
19. Forthwith after the delivery of the Monitor's Certificate to the Purchaser and the CCAA Entities, the Monitor shall file a copy of the Monitor's Certificate with the Court, and shall serve a copy of the Monitor's Certificate on the recipients listed in the Service List maintained with respect to these proceedings.
20. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the CCAA Entities and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the CCAA Entities' records pertaining to the CCAA Entities' past and current

employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the CCAA Entities.

21. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the CCAA Entities and any bankruptcy order issued pursuant to such applications;
- (c) any assignment in bankruptcy made in respect of the CCAA Entities; and
- (d) the provisions of any federal statute, provincial statute or any other law or rule of equity,

the vesting of any of the Purchased Assets in the Purchaser (or the Purchaser Nominees, as applicable) pursuant to this Order and the obligations of the CCAA Entities under the Sale Agreement, shall be binding on any trustee in bankruptcy that may be appointed in respect of the CCAA Entities and shall not be void or voidable by creditors of the CCAA Entities, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

22. The Transactions are exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and are exempt from the application of any bulk sales legislation in any Canadian province or territory.

23. In order to effect the transfers and discharges described above, this Court directs each of all governmental authorities (collectively, the "**Governmental Authorities**") to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims, including Encumbrances but excluding Permitted Encumbrances.

24. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the CCAA Entities of the Sale Agreement.

25. Without limiting the generality of paragraphs 23 or 24 hereof, the Canadian Food Inspection Agency ("**CFIA**") and Pest Management Regulatory Agency ("**PMRA**") may accept this Order and a copy of the Monitor's Certificate as proof of the completion of the Transactions, and accept such documentation or instruments as may be contemplated by this Order or the Sale Agreement, for consideration, registration, and filing purposes, notwithstanding that such documents or instruments may be signed, executed, or submitted by the Monitor, or by the Purchaser or any Purchaser Nominees, rather than

the CCAA Entities. For greater certainty, nothing in this paragraph shall provide for or require any direction in respect of the CFIA or the PMRA's regulatory processes, or be interpreted as imposing any restraint upon the CFIA or the PMRA in respect of their regulatory processes or authority.

ASSIGNMENT OF ASSIGNED CONTRACTS

26. Upon the filing by the Monitor of the Monitor's Certificate all of the Assigned Contracts, together with all of the rights and obligations of the applicable CCAA Entities under the Assigned Contracts, shall be assigned, transferred, and vested in and to the Purchaser or the Purchaser Nominees, as applicable, in accordance with Schedule "N" to the Sale Agreement, and such Assigned Contracts shall, subject only to the payment of any applicable Cure Costs in accordance with paragraph 27 hereof, remain in full force and effect, free and clear of any Claims of the counterparties to such Assigned Contracts, other than Claims related to the Assumed Liabilities (as and in the manner contemplated in the Sale Agreement) or the Permitted Encumbrances.
27. Following the filing by the Monitor of the Monitor's Certificate, all Cure Costs in respect of the Assigned Contracts shall be fully and finally satisfied by and upon the payment, by the Monitor, for and on behalf of the CCAA Entities, of the Cure Costs in respect of all Assigned Contracts identified in the Sale Agreement (whether such Assigned Contracts are identified expressly or impliedly or otherwise).
28. Following the payments in respect of Cure Costs being made by the Monitor:
 - (a) the counterparties to the Assigned Contracts shall have no further Claims against the CCAA Entities, the Purchaser, or the Purchaser Nominees, in respect of the Cure Costs or any other Claim, Encumbrances, or Liabilities, other than, solely, the Permitted Encumbrances and the Assumed Liabilities;
 - (b) the assignment of such Assigned Contracts, by the applicable CCAA Entities to the Purchaser or the Purchaser Nominees, as applicable, is hereby declared to be valid and binding upon all of the counterparties to such Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contract relating to the assignment thereof or any change of control, including any provision requiring the consent of any party to the assignment;
 - (c) the Assigned Contracts shall be subject to all provisions of this Order in relation to the vesting, in the Purchaser or the Purchaser Nominees, as applicable, of the Assigned Contracts, free and clear of all Claims, Liabilities (other than Assumed Liabilities), and Encumbrances (other than Permitted Encumbrances);
 - (d) no counterparty under any Assigned Contract, nor any other person, shall make or pursue any demand, claim, action or suit or exercise any right or remedy under such Assigned Contract against the CCAA Entities, the Purchaser, or any Purchaser Nominee, relating to:
 - (i) the CCAA Entities having sought or obtained relief under the CCAA;
 - (ii) the insolvency of the CCAA Entities;

- (iii) any failure by the CCAA Entities to perform a non-monetary obligation under any Assigned Contract, or any other non-monetary obligation accruing prior to the payment of Cure Costs in respect of each Assigned Contract; or,
- (iv) in the case of any Data Reliance Agreements which require arbitration, settlement, or in respect of which negotiations are currently required or were required during these CCAA Proceedings, the counterparty(ies) to such Data Reliance Agreements shall not terminate such Data Reliance Agreements, for any reason, whatsoever, during the forty-five (45) days following Closing,

and, all such counterparties and persons (other than the counterparty(ies) referred to in paragraph 27(d)(iv)) shall be permanently and forever stayed, enjoined, barred, and estopped from taking such action, and shall be deemed to waive any and all defaults or events of default relating thereto, and any and all notices, demands, or steps or proceedings commenced in connection thereto shall be deemed to be rescinded and of no further force or effect (all of the foregoing is collectively, the “**Assigned Contracts Stay**”). For greater certainty:

- (i) excluding paragraph 27(d)(iv) of this Order, nothing herein shall limit or exempt any of the Purchaser or the Purchaser Nominees, as applicable, in respect of the Assumed Liabilities and obligations accruing, arising, or continuing after the assignment of any Assigned Contract to such party and the payment of the applicable Cure Costs;
- (ii) any Permitted Encumbrances shall continue to have the priority and entitlement attaching thereto notwithstanding this paragraph 28; and,
- (iii) the Data Reliance Agreements are Assigned Contracts and are subject to all terms of this Order in relation to the assignment and vesting of the Purchased Assets and the Assigned Contracts. From and after the delivery of the Monitor’s Certificate, the PackingCo Nominee shall have the sole and exclusive right to conduct and manage negotiations with the counterparties to the Data Reliance Agreements, including in relation to any renewal, extension, or amendment thereto.

29. The Monitor shall, and is hereby authorized and directed to, make payment of Cure Costs to the counterparties to the Assigned Contracts, within twenty (20) days of the filing of the Monitor’s Certificate. The Monitor shall incur no liability, whatsoever, as a result of any steps taken in furtherance of its duties under this Order, including, without limitation, the payment of Cure Costs to any counterparty to an Assigned Contract.

ASSUMPTION OF FARMER RECONCILIATION OBLIGATIONS AND ASSUMED LIABILITIES

30. Notwithstanding anything to the contrary in this Order, the assumption by the Purchaser or the Purchaser Nominees, as applicable, of any Farmer Reconciliation Obligations, shall be and is hereby limited as follows:

- (a) the Purchaser and the Purchaser Nominees shall have no direct monetary liability or obligation to the Farmer Reconciliation Parties;
 - (b) the liability of the PackingCo Nominee to the Farmer Reconciliation Parties shall be limited to the obligation to provide Farmer Replacement Credit, following the Closing, as confirmed by the delivery of the Monitor's Certificate;
 - (c) the assumption of the Farmer Reconciliation Obligations is on a without-recourse basis, as against the Purchaser and the Purchaser Nominees, except solely that the PackingCo Nominee shall be obligated to provide Farmer Replacement Credit as contemplated by the Sale Agreement. For greater certainty, Farmer Replacement Credit shall be provided to the Farmer Reconciliation Parties, on a dollar for dollar basis, in an amount equal to the Farmer Reconciliation Obligations owed to the Farmer Reconciliation Parties by the CCAA Entities immediately prior to Closing. For the purposes of determining the amount of the Farmer Reconciliation Obligations owed to the Farmer Reconciliation Parties by the CCAA Entities immediately prior to Closing, the amounts reflected in the books and records of the CCAA Entities shall be determinative and authoritative in all respects; and,
 - (d) in the event of any dispute or question arising between any Farmer Reconciliation Party, the Purchaser, or any Purchaser Nominees, with respect to the amount of Farmer Reconciliation Obligations owed to any particular Farmer Reconciliation Party, the Monitor be and is hereby authorized, but not directed, to assist in the mediation of such dispute as may be requested by the Purchaser, if the Monitor deems it advisable to do so. Notwithstanding the foregoing, if such dispute or question cannot be resolved with the assistance of the Monitor, paragraph 30(c) of this Order shall apply in all respects.
31. Notwithstanding anything to the contrary in this Order, the assumption by the Purchaser or the Purchaser Nominees, as applicable, of any Assumed Liabilities, shall be and is hereby limited to the amount, and shall be treated in the manner, set forth in the Sale Agreement.

RELEASE

32. Effective immediately upon the filing of the Monitor's Certificate, (i) the present directors and officers as of the date of this Order, except James Mann (the "**Directors and Officers**"), legal counsel and advisors of the CCAA Entities, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors, and (iii) the Interim Lender and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors (the persons listed in (i), (ii), and (iii) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future Claims, Liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part upon any fact, matter or occurrence in respect of these CCAA Proceedings or the SISF (in the case

of the Directors and Officers, in their respective capacities as directors or officers, as the case may be, of the applicable CCAA Entities) (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar: (i) any claim for fraud, gross negligence, or wilful misconduct or any claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA; or, (ii) the Liabilities, Claims, obligations, rights, or interests, of any person, under the Sale Agreement.

MISCELLANEOUS MATTERS

33. The Monitor, the Purchaser (or the Purchaser Nominees, as applicable) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transactions, including, without limitation, an application to the Court to deal with interests which are registered against title to the Real Property after the time of the granting of this Order.
34. 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 Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
35. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the service provisions contemplated by the ARIO.

ISSUED at Saskatoon, Saskatchewan, this 19th day of March 2026.

(Deputy) Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	<u>Miller Thomson LLP</u>
Name of lawyer in charge of file:	<u>James W. Reid / Matthew Cressatti</u>
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File Number:	<u>0138413.0073</u>

**SCHEDULE "A"
SERVICE LIST**

[To be inserted]

SCHEDULE "B"
FORM OF MONITOR'S CERTIFICATE

COURT FILE NUMBER **KBG-SA-1435 of 2025**

**COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY**

JUDICIAL CENTRE **SASKATOON**

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND

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., GENESIS GRAIN & FERTILIZER GP INC., GENESIS
OPERATING GP INC., 101187148 SASKATCHEWAN
LTD., AND FNA AGRACITY HOLDINGS LTD.

MONITOR'S CERTIFICATE

RECITALS

- A. Pursuant to the Amended and Restated Initial Order of the Honourable Mr. Justice R.S. Smith granted in these proceedings on December 11, 2025 (the "**ARIO**"), Ernst & Young Inc. was appointed the monitor (the "**Monitor**") of the above-noted applicants (collectively, the "**Applicants**") within these proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**").
- B. Pursuant to an Order of the Court dated March 19, 2026, the Court approved the Second Amended and Restated Asset Purchase Agreement, dated March 12, 2026 (the "**Sale Agreement**") between the Applicants and Genesis Grain & Fertilizer Limited Partnership and Genesis G&F Operating LP (collectively, the "**Genesis LPs**", the Genesis LPs and the Applicants are collectively referred to as, the "**CCAA Entities**") and United Farmers of Alberta Co-Operative Limited (the "**Purchaser**"), and provided for the vesting in the Purchaser (or the Purchaser Nominees, as applicable) of the CCAA Entities' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the CCAA Entities and Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, including, in particular, the receipt by the Monitor of the Cash Consideration; and, (ii) that, based upon the Monitor's receipt of the Conditions Certificates, the Transactions have been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Conditions Certificates, in accordance with and as contemplated by the terms of the Sale Agreement;
2. The Purchaser has paid the Cash Consideration, to the Monitor, in accordance with and as contemplated by the terms of the Sale Agreement;
3. Based upon the aforementioned, the Transactions have been completed to the satisfaction of the Monitor;
4. A true copy of the final Sale Agreement, incorporating any amendments made up to the date Closing, is attached to this Certificate as Appendix "A"; and
5. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

**ERNST & YOUNG INC., in its capacity as
the Monitor of the Applicants, and not in its
personal capacity.**

Per: _____
Name:
Title:

**APPENDIX "A" TO THE MONITOR'S CERTIFICATE
SALE AGREEMENT**

[See attached.]

SCHEDULE "C" **PURCHASED ASSETS**

Capitalized terms used herein and not otherwise defined shall have the meaning(s) ascribed to such terms in the Sale Agreement.

All present and after-acquired property (real or personal), Personal Property, assets, and undertakings, of the AgraCity Group, but excluding, solely, the Excluded Assets. The following is a non-exhaustive list of Purchased Assets and should be read in conjunction with the definition of "Purchased Assets" set forth in the Sale Agreement:

1. Any and all PMRA Registrations and Labels, including but not limited to, the PMRA Registrations and Labels listed in Schedule "N" of the Sale Agreement.
2. Any and all CFIA Registrations and Labels, including but not limited to, the CFIA Registrations and Labels listed in Schedule "I" of the Sale Agreement.
3. All rights and title to the real property and premises located at 10568 8th Avenue, Parcel G, Plan No. 71H05151 Extension 0, Humboldt, SK.
4. All rights and title to the real property and premises located at Surface Parcel #102697094.
5. Any and all drawings, reports, plans, applications, etc. related to the Genesis Assets.
6. Any and all Corporate IP, including but not limited to, the registered trademarks listed in Appendix I of this Schedule "C".
7. Any and all Inventory and Inventory in transit.
8. Any and all Equipment, including but not limited to, the Equipment listed in Appendix II of this Schedule "C".
9. Registrations/Approvals related to launch of AtlasX carbon credits on Celo blockchain.
10. Registrations/Approvals related to carbon offset project on GHG Registry using the GHG0003 protocol.
11. Any and all Personal Property or other assets that are associated with or necessary to operate the Business of Carbonterra Ltd.

For greater certainty, the Purchased Assets shall not include any intercompany debts or receivables owed by any CCAA Entity to any other CCAA Entity.

APPENDIX I
REGISTERED TRADEMARKS

See attached.

APPENDIX II
EQUIPMENT

See attached.

SCHEDULE "D"
PERMITTED ENCUMBRANCES

1. Reservations, limitations, provisos, and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use, or exploitation.
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests, provided that same does not materially adversely affect value, use, or exploitation.
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of any real property which forms part of the Purchased Assets.
4. The Saskatchewan Personal Property Registry financing statement registrations described under the sub-heading "**SASKATCHEWAN PERSONAL PROPERTY REGISTRY**" below.

SASKATCHEWAN PERSONAL PROPERTY REGISTRY

Registration Number:	302244090
Registration Date:	December 22, 2021
Registration Type:	Security Agreement
Expiry Date:	December 22, 2026
Debtor(s):	GENESIS G&F OPERATING LP AGRACITY CROP & NUTRITION LTD. GENESIS OPERATING GP INC.
Secured Party(ies):	MITSUBISHI HC CAPITAL CANADA, INC.
Collateral Description:	Motor Vehicle HITACHI ZW180-6 ISO COUPLER C/W PIN LOCK INDICATORS, BOLT ON DUMP STOPS, JUMPER LINES ONLY, S/N: T190403319; GENERAL PURPOSE BUCKET 3.50 CUYD CONTAINS BOLT ON EDGE, HEEL PLATES, S/N: T200104884; C/W: FERTILIZER BUCKET 5.50YD3(4.50YD3 STRUCK) & PALLET FORKS 2.5'X6'X60' W/72' CARRIAGE

SCHEDULE "E"
ENCUMBRANCES TO BE DISCHARGED

Capitalized terms used herein and not otherwise defined shall have the meaning(s) ascribed to such terms in the Sale Agreement.

All Encumbrances, other than the specific Permitted Encumbrances, are Encumbrances to Be Discharged, including, without limitation, the following non-exhaustive list of Encumbrances to Be Discharged:

ALBERTA PERSONAL PROPERTY REGISTRY

Registration Number:	25061231475
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2028
Debtor(s):	AGRACITY CROP & NUTRITION LTD. AGRACITY LTD. VIKING CROP PRODUCTION PARTNERS INC. 14492676 CANADA INC. FNA AGRACITY HOLDINGS LTD. GENESIS GRAIN & FERTILIZER GP INC. GENESIS OPERATING GP INC. MPOWER LOGISTICS LTD. NEWAGCO INC. MPOWER MANAGEMENT TEAM LTD. GENESIS G&F OPERATING LP GENESIS AGRATECH SOLUTIONS LTD. AGRONOMAX FARM MANAGEMENT SOLUTIONS INC.
Secured Party(ies):	MILLER THOMSON LLP
Collateral Description:	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.

SASKATCHEWAN PERSONAL PROPERTY REGISTRY

Registration Number:	302702587
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2028
Debtor(s):	AGRACITY CROP & NUTRITION LTD. AGRACITY LTD. VIKING CROP PRODUCTION PARTNERS INC. 14492676 CANADA INC. FNA AGRACITY HOLDINGS LTD. GENESIS GRAIN & FERTILIZER GP INC. GENESIS OPERATING GP INC. MPOWER LOGISTICS LTD.

	NEWAGCO INC. MPOWER MANAGEMENT TEAM LTD. GENESIS G&F OPERATING LP GENESIS AGRATECH SOLUTIONS LTD. AGRONOMAX FARM MANAGEMENT SOLUTIONS INC
Secured Party(ies):	MILLER THOMSON LLP
Collateral Description:	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND PROCEEDS THEREOF.

Registration Number:	302189169
Registration Date:	July 12, 2021
Registration Type:	Security Agreement
Expiry Date:	July 12, 2027
Debtor(s):	AGRACITY CROP & NUTRITION LTD. 1101179684 SASKATCHEWAN LTD.
Secured Party(ies):	CALIDON FINANCIAL SERVICES INC.
Collateral Description:	MERIDIAN 2407 UNSTIFFENED HOPPER TOP GRAIN BIN C/W VALE 24' HOPPER CONE, INVERTED U AER, QUAD SKID, MERIDIAN SPIRAL LADDER, ROOF VENTS, 24" 7.5HP 1PH 230V TURBO FAN, 8 SENSOR TYPE A RETRACTABLE 32' CABLE AS DESCRIBED IN LEASE #76906 AND PURCHASE MONEY SECURITY INTEREST CLAIMED PROCEEDS THEREOF INCLUDING ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES. TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	302716756
Registration Date:	July 17, 2025
Registration Type:	Security Agreement
Expiry Date:	July 16, 2035
Debtor(s):	AgraCity Crop & Nutrition Ltd.
Secured Party(ies):	Triple Farms Ltd.
Collateral Description:	Enforcement Charge. Amount: \$86,440.70 All of the personal property and lands of the debtor within Saskatchewan.

Registration Number:	302740872
Registration Date:	September 16, 2025
Registration Type:	Security Agreement
Expiry Date:	Infinity
Debtor(s):	AgraCity Ltd. AgraCity Crop & Nutrition Ltd.
Secured Party(ies):	101258391 Saskatchewan Ltd.
Collateral Description:	All present and after-acquired property of the Debtor (excluding only real property), including all Goods, Fixtures, Equipment, Accounts, Intangibles, Chattel Paper, Documents of Title, Instruments, Investment Property or Money.

Registration Number:	302746546
Registration Date:	September 30, 2025
Registration Type:	Security Agreement
Expiry Date:	September 30, 2030
Debtor(s):	AgraCity Crop & Nutrition Ltd.
Secured Party(ies):	Prairie Packaging Inc.
Collateral Description:	AgraCity Crop & Nutrition Ltd. unpaid balance with Prairie Packaging Inc.

Registration Number:	302239554
Registration Date:	December 8, 2021
Registration Type:	Security Agreement
Expiry Date:	December 8, 2026
Debtor(s):	Mann, Jason Agra City Crop & Nutrition Ltd.
Secured Party(ies):	2504967 Ontario Ltd. o/a Abrams Auto Transport
Collateral Description:	Commercial Lien – Motor Vehicles Contracted to move 3 vehicles from New Brunswick to Saskatoon. Total value of lien is \$4,436.25.

Registration Number:	302079502
Registration Date:	September 10, 2020
Registration Type:	Security Agreement
Expiry Date:	February 1, 2048

Debtor(s):	Genesis Operating GP Inc. Genesis G&F Operating LP Genesis Grain & Fertilizer GP Inc. Genesis Grain & Fertilizer Limited Partnership
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	All present and after-acquired personal property of the debtor.

Registration Number:	302366581
Registration Date:	December 7, 2022
Registration Type:	Security Agreement
Expiry Date:	August 1, 2027
Debtor(s):	Genesis G&F Operating LP
Secured Party(ies):	CWB National Leasing Inc.
Collateral Description:	Agreement No. 3135923 — Caterpillar 906H2 Wheel Loader (CAT0906HHJRF02986) together with all attachments, accessories, substitutions, and proceeds.

Registration Number:	302392707
Registration Date:	March 1, 2023
Registration Type:	Security Agreement
Expiry Date:	September 11, 2027
Debtor(s):	Genesis G&F Operating LP
Secured Party(ies):	CWB National Leasing Inc.
Collateral Description:	All Rail Car Conveyor as described in Agreement No. 3136688, together with all attachments, accessories, substitutions, and proceeds.

Registration Number:	302090208
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	GENESIS G&F OPERATING LIMITED PARTNERSHIP GENESIS OPERATING GP INC.
Secured Party(ies):	CORTLAND CREDIT LENDING CORPORATION, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090210
Registration Date:	October 7, 2020

Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer Limited Partnership Genesis Grain & Fertilizer GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090211
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090208
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis G&F Operating Limited Partnership Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090209
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302153375
Registration Date:	April 12, 2021

Registration Type:	Security Agreement
Expiry Date:	Aoril 12, 2028
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	Hitachi Capital Canada Corp.
Collateral Description:	Aluminum Deck 2020, 20190403-0628600, with 36" tool box, together with all accessories, optional equipment, components, parts, instruments, appurtenances, furnishings, and other equipment, and all present and future rights, title, and interest in equipment-related collateral, insurance claims, proceeds, etc.

Registration Number:	302234456
Registration Date:	November 23, 2021
Registration Type:	Security Agreement
Expiry Date:	November 23, 2026
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	RCAP Leasing Inc.
Collateral Description:	One (1) new set of 2022 Distinction Super B Grain Trailers S/N 2LDAH2837NV072101 (Lead); 2LDAH3028NV072102 (Pup), equipment leased by the secured party to the debtor, all replacement parts, accessories, attachments, and proceeds.

Registration Number:	302234805
Registration Date:	November 24, 2021
Registration Type:	Security Agreement
Expiry Date:	November 24, 2027
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	Meridian OneCap Credit Corp.
Collateral Description:	Trailer(s) (Serial # 2DEALBE31N4043040 and 2DEALBA27N4043041) together with all attachments, accessories, accessions, replacements, substitutions, additions, improvements, and all proceeds in any form derived directly or indirectly from any sale or dealings with the collateral, insurance payments, etc.

Registration Number:	302386803
Registration Date:	February 10, 2023
Registration Type:	Security Agreement
Expiry Date:	February 6, 2027

Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	Bank of Montreal
Collateral Description:	Freightliner Cascadia (2016) (Serial # 1FUJGLD52GLHT6000), all present and after-acquired intellectual property, intangibles, attachments, accessories, accessions, spare parts, replacements, substitutions, exchanges, trade-ins, rights, receivables, chattel paper, and all proceeds.

Registration Number:	302702665
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2026
Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	Commercial Lien 2012 Kenworth Trailer with serial number 1XKDD40XOCJ952364 M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's. Work completed on April 24, 2025 on WO76830 in the amount of \$1971.75 Service was for repairs.

Registration Number:	302702669
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 13, 2026
Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	Commercial Lien 2013 Kenworth Trailer with serial number 1XKDD40X8CJ955867 M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's. Work completed on March 3, 2025 on WO76869 in the amount of \$1753.09 was completed and they have repeatedly been unable to pay. Service was for repairs. And WO 76841 for \$968.35.

Registration Number:	302702672
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2026

Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	Commercial Lien 2012 Kenworth Trailer with serial number 1XKDD40XOCJ952364 M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's. Work completed on April 24, 2025 on WO76830 in the amount of \$1971.75 Service was for repairs.

Registration Number:	302702679
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2026
Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	Commercial Lien 2013 Kenworth Trailer with serial number 1XKDD40X4DJ963787 M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's. Work completed on May 6, 2025 on WO76866 in the amount of \$967.63 Service was for DOT repairs.

Registration Number:	302694367
Registration Date:	May 23, 2025
Registration Type:	Security Agreement
Expiry Date:	May 23, 2026
Debtor(s):	MPOWER LOGISTICS
Secured Party(ies):	Frontline Truck & Trailer
Collateral Description:	Commercial Lien Motor Vehicle – Freightliner Cascadia 125; serial number 1FUJGLD52GLHT6000

Registration Number:	301762521
Registration Date:	May 8, 2018
Registration Type:	Security Agreement
Expiry Date:	April 6, 2028
Debtor(s):	NewAgco Inc.

Secured Party(ies):	Syngenta Crop Protection, LLC
Collateral Description:	Enforcement Charge Amount: \$1,123,500.00 All of the personal property and lands of the debtor within Saskatchewan.

Registration Number:	302740854
Registration Date:	September 16, 2025
Registration Type:	Security Agreement
Expiry Date:	Infinity
Debtor(s):	NewAgco Inc.
Secured Party(ies):	101258391 Saskatchewan Ltd.
Collateral Description:	All of the present and after acquired property of the Debtor (excluding only real property), including all Goods, Fixtures, Equipment, Accounts, Intangibles, Chattel Paper, Documents of Title, Instruments, Investment Property or Money.

MANITOBA PERSONAL PROPERTY REGISTRY

Registration Number:	202510437707
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2028
Debtor(s):	AGRACITY CROP & NUTRITION LTD. AGRACITY LTD. VIKING CROP PRODUCTION PARTNERS INC. 14492676 CANADA INC. FNA AGRACITY HOLDINGS LTD. GENESIS GRAIN & FERTILIZER GP INC. GENESIS OPERATING GP INC. MPOWER LOGIS-TICS LTD. NEWAGCO INC. MPOWER MANAGEMENT TEAM LTD. GENESIS G&F OPERATING LP GENESIS AGRATECH SOLUTIONS LTD. AGRONOMAX FARM MANAGEMENT SOLUTIONS INC.
Secured Party(ies):	MILLER THOMSON LLP
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202015502101
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Registration Date:	September 21, 2020
Registration Type:	Security Agreement
Expiry Date:	January 28, 2045
Debtor(s):	Genesis G&F Operating LP Genesis Operating GP Inc. Genesis Grain & Fertilizer GP Inc. Genesis Grain & Fertilizer Limited Partnership
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	All present and after-acquired personal property of the Debtor.

Registration Number:	202017827903
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis G&F Operating Limited Partnership Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202017827900
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202017826605
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer GP Inc. Genesis Grain & Fertilizer Limited Partnership
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent

Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.
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Registration Number:	202017830106
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7. 2030
Debtor(s):	Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

SASKATCHEWAN LAND TITLES REGISTRY:

Registration Number:	188867671
Registration Date:	September 22, 2020
Registration Type:	Mortgage
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	N/A

Registration Number:	188867682
Registration Date:	September 22, 2020
Registration Type:	Assignment of Rents
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	N/A

Registration Number:	202046228
Registration Date:	June 12, 2025
Registration Type:	Personal Property Security Interest
Expiry Date:	N/A

Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	CALIDON FINANCIAL SERVICES INC.
Collateral Description:	N/A

Registration Number:	202046240
Registration Date:	June 12, 2025
Registration Type:	Personal Property Security Interest
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	CALIDON FINANCIAL SERVICES INC.
Collateral Description:	N/A

Registration Number:	202139603
Registration Date:	June 25, 2025
Registration Type:	Mortgage
Expiry Date:	N/A
Debtor(s):	AGRACITY CROP & NUTRITION LTD.
Secured Party(ies):	Miller Thomson LLP
Collateral Description:	N/A

Registration Number:	202357447
Registration Date:	July 23, 2025
Registration Type:	Enforcement Charge – Provincial Judgment
Expiry Date:	N/A
Debtor(s):	AGRACITY CROP & NUTRITION LTD.
Secured Party(ies):	Triple Farms Ltd
Collateral Description:	N/A

SCHEDULE "B"
EXCLUDED ASSETS

1. All rights and title to the real property and premises located at 211, 4th Avenue South, Parcels 120278202 and 120278314, Saskatoon, SK.
2. The Excluded Contracts.
3. The Cash Consideration.
4. All Equity Interests.
5. All receivables or Claims which constitute intercompany indebtedness and Liabilities owed to any member of the AgraCity Group or any Affiliates thereof, by any other member(s) of the AgraCity Group.
6. Any costs awards or other amounts payable by James Mann, Farms and Families of North America Inc., or any Affiliate or related or controlled company of James Mann, in connection with any Actions or proceedings involving the AgraCity Group and James Mann.
7. Without limiting section 2 above, the following Contracts and all associated Personal Property:
 - (a) Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated February 8, 2022.
 - (b) Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated March 28, 2022, for 2022 F150 XLT 35807.
 - (c) Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated March 28, 2022, for 2022 F150 XLT 35808.
 - (d) Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated May 2, 2024.
 - (e) Equipment Schedule (No. 30748) to Master Lease Agreement between AgraCity Crop & Nutrition Ltd. and Toyota Commercial Finance dated June 26, 2024.
 - (f) Equipment Schedule (No. 30749) to Master Lease Agreement between AgraCity Crop & Nutrition Ltd. and Toyota Commercial Finance dated June 26, 2024.
 - (g) Equipment Schedule (No. 30750) to Master Lease Agreement between AgraCity Crop & Nutrition Ltd. and Toyota Commercial Finance dated June 26, 2024.

SCHEDULE "C"
EXCLUDED CONTRACTS

All Contracts, other than the specific Assigned Contracts, are Excluded Contracts, including, without limitation, the following non-exhaustive list of the Excluded Contracts:

1. All Contracts other than Assigned Contracts.
2. Any and all employment agreements and independent contractor agreements.
3. Credit and Registration Agreement between AgraCity Crop & Nutrition Ltd., NewAgCo Inc. and Yongnong Biosciences Co., Ltd. dated July 4, 2025.
4. Royalty Agreement between NewAgco Inc. and AgraCity Crop & Nutrition, Ltd. dated March 31, 2016.
5. Leasing Agreement (No. 9139660001) between MPower Logistics Ltd. and Bank of Montreal dated February 6, 2023.
6. Lease Contract No. 652859 between MPower Logistics Ltd. and Carbon Capital Corporation dated November 19, 2021.
7. Lease Agreement (No. 3136688) between Genesis G&F Operating LP and CWB National Leasing Inc. dated January 13, 2023.
8. Lease Agreement (No. 3135923) between Genesis G&F Operating LP and CWB National Leasing Inc. dated November 30, 2022.
9. Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated February 8, 2022.
10. Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated March 28, 2022, for 2022 F150 XLT 35807.
11. Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated March 28, 2022, for 2022 F150 XLT 35808.
12. Retail Instalment Contract between AgraCity Crop & Nutrition Ltd. and Ford Credit dated May 2, 2024.
13. Equipment Lease Agreement (No. 18548) between MPower Logistics Ltd. and Hitachi Capital Canada Corp. dated April 12, 2021.
14. Equipment Lease Agreement between AgraCity Crop & Nutrition Ltd. and Kubota Canada Ltd. dated June 14, 2024.
15. Lease Contract #509300-433476 between MPower Logistics Ltd. and RCAP Leasing Inc. dated November 10, 2021.
16. Equipment Schedule (No. 30748) to Master Lease Agreement between AgraCity Crop & Nutrition Ltd. and Toyota Commercial Finance dated June 26, 2024.

17. Equipment Schedule (No. 30749) to Master Lease Agreement between AgraCity Crop & Nutrition Ltd. and Toyota Commercial Finance dated June 26, 2024.
18. Equipment Schedule (No. 30750) to Master Lease Agreement between AgraCity Crop & Nutrition Ltd. and Toyota Commercial Finance dated June 26, 2024.

SCHEDULE "D"
EXCLUDED LIABILITIES

All Liabilities which are not Assumed Liabilities are and constitute Excluded Liabilities, including, without limitation, the following a non-exhaustive list of Excluded Liabilities:

1. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the AgraCity Group may be bound as at the Closing Time.
2. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any Priority Charges or other Court ordered charge granted therein.
3. Any and all Liabilities incurred under any oral or written agreement between the AgraCity Group or any member thereof, jointly or severally, and any third party for the supply of goods or services, including without limitation all trade Claims, trade payables, utility bills, service fees (including legal fees) or other unsecured Claims.
4. All Liabilities relating to or under the Excluded Contracts or Excluded Assets.
5. Any and all funded indebtedness other than those secured by the Interim Lender's Charge.
6. Any and all Liabilities secured by or relating to any Encumbrances (other than Permitted Encumbrances) or Encumbrances to Be Discharged.
7. Any and all trust Claims against any of the Purchased Assets.
8. Any Liabilities related to intercompany indebtedness among or between the AgraCity Group or any Affiliates thereof.
9. Any and all Liabilities associated with guarantees granted by any of the AgraCity Group.
10. Liabilities owed to Employees, including Liabilities for severance, notice in lieu of severance, or similar type obligations.
11. Any and all Liabilities otherwise owed in connection with or pursuant to any Equity Interests.
12. All Liabilities of the AgraCity Group relating to legal Claims brought against the AgraCity Group or any member thereof or their Affiliates, or which could be brought or initiated, in respect of the period prior to the Closing Date.
13. Any and all Liabilities, Claims, Actions, Encumbrances, proceedings, or causes of action, owed, granted to, for the benefit of, involving, or in favour of, James Mann, Farms and Families of North America Inc., or any Affiliate or related or controlled company of James Mann or Farms and Families of North America Inc. Without limiting the generality of the foregoing, for greater certainty, any trust, ownership, or property claims, asserted or which could be asserted by James Mann, Farms and Families of North America Inc., or any Affiliate or related or controlled company of James Mann or Farms and Families of North America Inc., which arise in connection with or relate in any manner, whatsoever, to the AgraCity Group, the Property, the Purchased Assets, or any other related matter.

14. Any and all Liabilities, other than the specific Assumed Liabilities.
15. Leasing Agreement (No. 9139660001) between MPower Logistics Ltd. and Bank of Montreal dated February 6, 2023.
16. Lease Contract No. 652859 between MPower Logistics Ltd. and Carbon Capital Corporation dated November 19, 2021.
17. Lease Agreement (No. 3136688) between Genesis G&F Operating LP and CWB National Leasing Inc. dated January 13, 2023.
18. Lease Agreement (No. 3135923) between Genesis G&F Operating LP and CWB National Leasing Inc. dated November 30, 2022.
19. Equipment Lease Agreement (No. 18548) between MPower Logistics Ltd. and Hitachi Capital Canada Corp. dated April 12, 2021.
20. Equipment Lease Agreement (No. 18548) between MPower Logistics Ltd. and Hitachi Capital Canada Corp. dated April 12, 2021.
21. Lease Contract #509300-433476 between MPower Logistics Ltd. and RCAP Leasing Inc. dated November 10, 2021.
22. Equipment Lease Agreement between AgraCity Crop & Nutrition Ltd. and Kubota Canada Ltd. dated June 14, 2024.

SCHEDULE "E"
ENCUMBRANCES TO BE DISCHARGED

All Encumbrances, other than the specific Permitted Encumbrances, are Encumbrances to Be Discharged, including, without limitation, the following non-exhaustive list of Encumbrances to Be Discharged:

ALBERTA PERSONAL PROPERTY REGISTRY

Registration Number:	25061231475
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2028
Debtor(s):	AGRACITY CROP & NUTRITION LTD. AGRACITY LTD. VIKING CROP PRODUCTION PARTNERS INC. 14492676 CANADA INC. FNA AGRACITY HOLDINGS LTD. GENESIS GRAIN & FERTILIZER GP INC. GENESIS OPERATING GP INC. MPOWER LOGISTICS LTD. NEWAGCO INC. MPOWER MANAGEMENT TEAM LTD. GENESIS G&F OPERATING LP GENESIS AGRATECH SOLUTIONS LTD. AGRONOMAX FARM MANAGEMENT SOLUTIONS INC.
Secured Party(ies):	MILLER THOMSON LLP
Collateral Description:	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.

SASKATCHEWAN PERSONAL PROPERTY REGISTRY

Registration Number:	302702587
Registration Date:	June 12, 2025
Registration Type:	Security Agreement

Expiry Date:	June 12, 2028
Debtor(s):	<p>AGRACITY CROP & NUTRITION LTD.</p> <p>AGRACITY LTD.</p> <p>VIKING CROP PRODUCTION PARTNERS INC.</p> <p>14492676 CANADA INC.</p> <p>FNA AGRACITY HOLDINGS LTD.</p> <p>GENESIS GRAIN & FERTILIZER GP INC.</p> <p>GENESIS OPERATING GP INC.</p> <p>MPOWER LOGISTICS LTD.</p> <p>NEWAGCO INC.</p> <p>MPOWER MANAGEMENT TEAM LTD.</p> <p>GENESIS G&F OPERATING LP</p> <p>GENESIS AGRATECH SOLUTIONS LTD.</p> <p>AGRONOMAX FARM MANAGEMENT SOLUTIONS INC</p>
Secured Party(ies):	MILLER THOMSON LLP
Collateral Description:	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND PROCEEDS THEREOF.

Registration Number:	302189169
Registration Date:	July 12, 2021
Registration Type:	Security Agreement
Expiry Date:	July 12, 2027
Debtor(s):	<p>AGRACITY CROP & NUTRITION LTD.</p> <p>1101179684 SASKATCHEWAN LTD.</p>
Secured Party(ies):	CALIDON FINANCIAL SERVICES INC.
Collateral Description:	MERIDIAN 2407 UNSTIFFENED HOPPER TOP GRAIN BIN C/W VALE 24' HOPPER CONE, INVERTED U AER, QUAD SKID, MERIDIAN SPIRAL LADDER, ROOF VENTS, 24" 7.5HP 1PH 230V TURBO FAN, 8 SENSOR TYPE A RETRACTABLE 32' CABLE AS DESCRIBED IN LEASE #76906 AND PURCHASE MONEY SECURITY INTEREST CLAIMED PROCEEDS THEREOF INCLUDING ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES. TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND

	IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
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Registration Number:	302716756
Registration Date:	July 17, 2025
Registration Type:	Security Agreement
Expiry Date:	July 16, 2035
Debtor(s):	AgraCity Crop & Nutrition Ltd.
Secured Party(ies):	Triple Farms Ltd.
Collateral Description:	Enforcement Charge. Amount: \$86,440.70 All of the personal property and lands of the debtor within Saskatchewan.

Registration Number:	302740872
Registration Date:	September 16, 2025
Registration Type:	Security Agreement
Expiry Date:	Infinity
Debtor(s):	AgraCity Ltd. AgraCity Crop & Nutrition Ltd.
Secured Party(ies):	101258391 Saskatchewan Ltd.
Collateral Description:	All present and after-acquired property of the Debtor (excluding only real property), including all Goods, Fixtures, Equipment, Accounts, Intangibles, Chattel Paper, Documents of Title, Instruments, Investment Property or Money.

Registration Number:	302746546
Registration Date:	September 30, 2025
Registration Type:	Security Agreement
Expiry Date:	September 30, 2030
Debtor(s):	AgraCity Crop & Nutrition Ltd.
Secured Party(ies):	Prairie Packaging Inc.

Collateral Description:	AgraCity Crop & Nutrition Ltd. unpaid balance with Prairie Packaging Inc.
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Registration Number:	302239554
Registration Date:	December 8, 2021
Registration Type:	Security Agreement
Expiry Date:	December 8, 2026
Debtor(s):	Mann, Jason Agra City Crop & Nutrition Ltd.
Secured Party(ies):	2504967 Ontario Ltd. o/a Abrams Auto Transport
Collateral Description:	Commercial Lien – Motor Vehicles Contracted to move 3 vehicles from New Brunswick to Saskatoon. Total value of lien is \$4,436.25.

Registration Number:	302079502
Registration Date:	September 10, 2020
Registration Type:	Security Agreement
Expiry Date:	February 1, 2048
Debtor(s):	Genesis Operating GP Inc. Genesis G&F Operating LP Genesis Grain & Fertilizer GP Inc. Genesis Grain & Fertilizer Limited Partnership
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	All present and after-acquired personal property of the debtor.

Registration Number:	302366581
Registration Date:	December 7, 2022
Registration Type:	Security Agreement
Expiry Date:	August 1, 2027
Debtor(s):	Genesis G&F Operating LP
Secured Party(ies):	CWB National Leasing Inc.
Collateral Description:	Agreement No. 3135923 — Caterpillar 906H2 Wheel Loader (CAT0906HHJRF02986) together with all attachments, accessories, substitutions, and proceeds.

Registration Number:	302392707
Registration Date:	March 1, 2023
Registration Type:	Security Agreement
Expiry Date:	September 11, 2027
Debtor(s):	Genesis G&F Operating LP
Secured Party(ies):	CWB National Leasing Inc.
Collateral Description:	All Rail Car Conveyor as described in Agreement No. 3136688, together with all attachments, accessories, substitutions, and proceeds.

Registration Number:	302090208
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	GENESIS G&F OPERATING LIMITED PARTNERSHIP GENESIS OPERATING GP INC.
Secured Party(ies):	CORTLAND CREDIT LENDING CORPORATION, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090210
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer Limited Partnership Genesis Grain & Fertilizer GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090211
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer GP Inc.

Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090208
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis G&F Operating Limited Partnership Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302090209
Registration Date:	October 7, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	All of the Debtor's present and after-acquired personal property.

Registration Number:	302153375
Registration Date:	April 12, 2021
Registration Type:	Security Agreement
Expiry Date:	April 12, 2028
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	Hitachi Capital Canada Corp.
Collateral Description:	Aluminum Deck 2020, 20190403-0628600, with 36" tool box, together with all accessories, optional equipment, components, parts, instruments, appurtenances, furnishings, and other equipment, and all present and future rights, title, and interest in equipment-related collateral, insurance claims, proceeds, etc.

Registration Number:	302234456
Registration Date:	November 23, 2021
Registration Type:	Security Agreement

Expiry Date:	November 23, 2026
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	RCAP Leasing Inc.
Collateral Description:	One (1) new set of 2022 Distinction Super B Grain Trailers S/N 2LDAH2837NV072101 (Lead); 2LDAH3028NV072102 (Pup), equipment leased by the secured party to the debtor, all replacement parts, accessories, attachments, and proceeds.

Registration Number:	302234805
Registration Date:	November 24, 2021
Registration Type:	Security Agreement
Expiry Date:	November 24, 2027
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	Meridian OneCap Credit Corp.
Collateral Description:	Trailer(s) (Serial # 2DEALBE31N4043040 and 2DEALBA27N4043041) together with all attachments, accessories, accessions, replacements, substitutions, additions, improvements, and all proceeds in any form derived directly or indirectly from any sale or dealings with the collateral, insurance payments, etc.

Registration Number:	302386803
Registration Date:	February 10, 2023
Registration Type:	Security Agreement
Expiry Date:	February 6, 2027
Debtor(s):	MPower Logistics Ltd.
Secured Party(ies):	Bank of Montreal
Collateral Description:	Freightliner Cascadia (2016) (Serial # 1FUJGLD52GLHT6000), all present and after-acquired intellectual property, intangibles, attachments, accessories, accessions, spare parts, replacements, substitutions, exchanges, trade-ins, rights, receivables, chattel paper, and all proceeds.

Registration Number:	302702665
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2026
Debtor(s):	M Power Logistics

Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	<p>Commercial Lien</p> <p>2012 Kenworth Trailer with serial number 1XKDD40XOCJ952364</p> <p>M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's.</p> <p>Work completed on April 24, 2025 on WO76830 in the amount of \$1971.75 Service was for repairs.</p>

Registration Number:	302702669
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 13, 2026
Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	<p>Commercial Lien</p> <p>2013 Kenworth Trailer with serial number 1XKDD40X8CJ955867</p> <p>M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's.</p> <p>Work completed on March 3, 2025 on WO76869 in the amount of \$1753.09 was completed and they have repeatedly been unable to pay. Service was for repairs. And WO 76841 for \$968.35.</p>

Registration Number:	302702672
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2026
Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	<p>Commercial Lien</p> <p>2012 Kenworth Trailer with serial number 1XKDD40XOCJ952364</p> <p>M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's.</p>

	Work completed on April 24, 2025 on WO76830 in the amount of \$1971.75 Service was for repairs.
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Registration Number:	302702679
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2026
Debtor(s):	M Power Logistics
Secured Party(ies):	Ernie's Trailer Service
Collateral Description:	Commercial Lien 2013 Kenworth Trailer with serial number 1XKDD40X4DJ963787 M Power Logistics has indicated they are unsure when they can pay the outstanding bills due to Ernie's. Work completed on May 6, 2025 on WO76866 in the amount of \$967.63 Service was for DOT repairs.

Registration Number:	302694367
Registration Date:	May 23, 2025
Registration Type:	Security Agreement
Expiry Date:	May 23, 2026
Debtor(s):	MPOWER LOGISTICS
Secured Party(ies):	Frontline Truck & Trailer
Collateral Description:	Commercial Lien Motor Vehicle – Freightliner Cascadia 125; serial number 1FUJGLD52GLHT6000

Registration Number:	301762521
Registration Date:	May 8, 2018
Registration Type:	Security Agreement
Expiry Date:	April 6, 2028
Debtor(s):	NewAgco Inc.
Secured Party(ies):	Syngenta Crop Protection, LLC

Collateral Description:	Enforcement Charge Amount: \$1,123,500.00 All of the personal property and lands of the debtor within Saskatchewan.
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Registration Number:	302740854
Registration Date:	September 16, 2025
Registration Type:	Security Agreement
Expiry Date:	Infinity
Debtor(s):	NewAgco Inc.
Secured Party(ies):	101258391 Saskatchewan Ltd.
Collateral Description:	All of the present and after acquired property of the Debtor (excluding only real property), including all Goods, Fixtures, Equipment, Accounts, Intangibles, Chattel Paper, Documents of Title, Instruments, Investment Property or Money.

MANITOBA PERSONAL PROPERTY REGISTRY

Registration Number:	202510437707
Registration Date:	June 12, 2025
Registration Type:	Security Agreement
Expiry Date:	June 12, 2028
Debtor(s):	AGRACITY CROP & NUTRITION LTD. AGRACITY LTD. VIKING CROP PRODUCTION PARTNERS INC. 14492676 CANADA INC. FNA AGRACITY HOLDINGS LTD. GENESIS GRAIN & FERTILIZER GP INC. GENESIS OPERATING GP INC. MPOWER LOGIS-TICS LTD. NEWAGCO INC. MPOWER MANAGEMENT TEAM LTD. GENESIS G&F OPERATING LP

	GENESIS AGRATECH SOLUTIONS LTD. AGRONOMAX FARM MANAGEMENT SOLUTIONS INC.
Secured Party(ies):	MILLER THOMSON LLP
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202015502101
Registration Date:	September 21, 2020
Registration Type:	Security Agreement
Expiry Date:	January 28, 2045
Debtor(s):	Genesis G&F Operating LP Genesis Operating GP Inc. Genesis Grain & Fertilizer GP Inc. Genesis Grain & Fertilizer Limited Partnership
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	All present and after-acquired personal property of the Debtor.

Registration Number:	202017827903
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis G&F Operating Limited Partnership Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202017827900
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer GP Inc.

Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202017826605
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7, 2030
Debtor(s):	Genesis Grain & Fertilizer GP Inc. Genesis Grain & Fertilizer Limited Partnership
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

Registration Number:	202017830106
Registration Date:	October 27, 2020
Registration Type:	Security Agreement
Expiry Date:	October 7. 2030
Debtor(s):	Genesis Operating GP Inc.
Secured Party(ies):	Cortland Credit Lending Corporation, as Agent
Collateral Description:	The security interest is taken in all of the debtor's present and after-acquired personal property.

SASKATCHEWAN LAND TITLES REGISTRY:

Registration Number:	188867671
Registration Date:	September 22, 2020
Registration Type:	Mortgage
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	N/A

Registration Number:	188867682
Registration Date:	September 22, 2020
Registration Type:	Assignment of Rents
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	Business Development Bank of Canada
Collateral Description:	N/A

Registration Number:	202046228
Registration Date:	June 12, 2025
Registration Type:	Personal Property Security Interest
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	CALIDON FINANCIAL SERVICES INC.
Collateral Description:	N/A

Registration Number:	202046240
Registration Date:	June 12, 2025
Registration Type:	Personal Property Security Interest
Expiry Date:	N/A
Debtor(s):	GENESIS OPERATING GP INC.
Secured Party(ies):	CALIDON FINANCIAL SERVICES INC.
Collateral Description:	N/A

Registration Number:	202139603
Registration Date:	June 25, 2025
Registration Type:	Mortgage
Expiry Date:	N/A
Debtor(s):	AGRACITY CROP & NUTRITION LTD.
Secured Party(ies):	Miller Thomson LLP
Collateral Description:	N/A

Registration Number:	202357447
Registration Date:	July 23, 2025
Registration Type:	Enforcement Charge – Provincial Judgment
Expiry Date:	N/A
Debtor(s):	AGRACITY CROP & NUTRITION LTD.
Secured Party(ies):	Triple Farms Ltd
Collateral Description:	N/A

SCHEDULE "F"
ASSIGNED CONTRACTS

1. All Software and Technology License Agreements.
2. All Data Reliance Agreements.
3. All Corporate IP Agreements, other than any Corporate IP Agreements specifically identified as Excluded Contracts.
4. Lease Agreement between AgraCity Crop & Nutrition Ltd. and Schuler Holdings Ltd., as amended by the Lease Amending Agreement dated February 2, 2023 for the premises located at 2900 Jasper Avenue, Parcel 119935019, Saskatoon, SK.
5. Confidentiality and Non-Disclosure Agreement between Genesis Grain & Fertilizer LP, Genesis Grain & Fertilizer GP Inc., Genesis G&F Operating LP, Genesis Operating GP Inc., 101187148 Saskatchewan Ltd., KF Rail Ports Corp and AgraCity Crop & Nutrition Ltd. dated December 7, 2018.
6. Lease Agreement between Schuler Holdings Ltd. and AgraCity Crop & Nutrition Ltd. dated November 1, 2019.
7. Lease Amending Agreement between AgraCity Crop & Nutrition Ltd. and Schuler Holdings Ltd. dated February 2, 2023.
8. Lease Agreement between 101196566 Saskatchewan Ltd. and AgraCity Crop & Nutrition Ltd. dated November 30, 2017.
9. Lease Extension and Amending Agreement between 101196566 Saskatchewan Ltd. and AgraCity Crop & Nutrition Ltd. dated November 22, 2023.
10. Equipment Lease Agreement (Number 510546) between AgraCity Crop & Nutrition & Genesis G&F Operating LP, by its general partner, Genesis Operating GP Inc. and Mitsubishi HC Capital Canada, Inc. for a term of 48 months at \$3,384.82 (monthly payments) for the following equipment: 1 2021 W-Hitachi ZW 180-6, S/N: RYUPD 860LH 8405656; ISO Coupler c/w pin lock indicators, bolt on dump stops, jumper lines only, S/N T190403319; General Purpose bucket 3.50 cuyd contains bolton edge, heel plates, S/N: T200104884.
11. All contractor agreements between Brian de Kock and any member(s) of the AgraCity Group.

SCHEDULE "G"
ASSUMED LIABILITIES

Those Liabilities specifically referred to in the definition of "Assumed Liabilities" set forth in the Agreement, and the following Liabilities:

1. *Nil.*

SCHEDULE "H"
PERMITTED ENCUMBRANCES

1. Reservations, limitations, provisos, and conditions, if any, expressed in any original grant from the Crown provided that they do not materially adversely affect value, use, or exploitation.
2. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests, provided that same does not materially adversely affect value, use, or exploitation.
3. Rights-of-way for or reservations or rights of others for, sewers, drains, water lines, gas lines, electric lines, railways, telegraph, telecommunications and telephone lines, or cable conduits, poles, wires and cables, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of any real property which forms part of the Purchased Assets.
4. The Saskatchewan Personal Property Registry financing statement registrations described under the sub-heading "**SASKATCHEWAN PERSONAL PROPERTY REGISTRY**" below.

SASKATCHEWAN PERSONAL PROPERTY REGISTRY

Registration Number:	302244090
Registration Date:	December 22, 2021
Registration Type:	Security Agreement
Expiry Date:	December 22, 2026
Debtor(s):	GENESIS G&F OPERATING LP AGRACITY CROP & NUTRITION LTD. GENESIS OPERATING GP INC.
Secured Party(ies):	MITSUBISHI HC CAPITAL CANADA, INC.
Collateral Description:	Motor Vehicle HITACHI ZW180-6 ISO COUPLER C/W PIN LOCK INDICATORS, BOLT ON DUMP STOPS, JUMPER LINES ONLY, S/N: T190403319; GENERAL PURPOSE BUCKET 3.50 CUYD CONTAINS BOLT ON EDGE, HEEL PLATES, S/N: T200104884; C/W: FERTILIZER BUCKET 5.50YD3(4.50YD3 STRUCK) & PALLET FORKS 2.5'X6'X60' W/72' CARRIAGE

SCHEDULE "I"
CFIA REGISTRATIONS AND LABELS

All CFIA Registrations and Labels, including, without limitation, the following non-exhaustive list of CFIA Registrations and Labels:

Product Name	Request ID	Registration Number	Reviewed Until
MPower N-Core Soybeans Granular Inoculant	CAS-2023-20387	2017067S	June 14, 2028
BOOST Liquid Inoculant for Soybean	CAS-2023-20245	2017066S	June 14, 2028
N-Core PEAS & LENTILS Granular Inoculant	CAS-2023-03490	2017025S	May 3, 2029
N-Core Peat based Inoculant for Pea/Lentil	CAS-2023-03204	2017024S	May 3, 2029

SCHEDULE "J"
PURCHASED ASSETS

All present and after-acquired property (real or personal), Personal Property, assets, and undertakings, of the AgraCity Group, but excluding, solely, the Excluded Assets. The following is a non-exhaustive list of Purchased Assets and should be read in conjunction with the definition of "Purchased Assets" set forth in the Agreement:


1. Any and all PMRA Registrations and Labels, including but not limited to, the PMRA Registrations and Labels listed in Schedule "N" of the Agreement.
2. Any and all CFIA Registrations and Labels, including but not limited to, the CFIA Registrations and Labels listed in Schedule "I" of the Agreement.
3. All rights and title to the real property and premises located at 10568 8th Avenue, Parcel G, Plan No. 71H05151 Extension 0, Humboldt, SK.
4. All rights and title to the real property and premises located at Surface Parcel #102697094.
5. Any and all drawings, reports, plans, applications, etc. related to the Genesis Assets.
6. Any and all Corporate IP, including but not limited to, the registered trademarks listed in Appendix I of this Schedule "J".
7. Any and all Inventory and Inventory in transit.
8. Any and all Equipment, including but not limited to, the Equipment listed in Appendix II of this Schedule "J".
9. Registrations/Approvals related to launch of AtlasX carbon credits on Celo blockchain.
10. Registrations/Approvals related to carbon offset project on GHG Registry using the GHG0003 protocol.
11. Any and all Personal Property or other assets that are associated with or necessary to operate the Business of Carbonterra Ltd.

**APPENDIX I
REGISTERED TRADEMARKS**

See attached.

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	Lorraine Pinsent
NewAgco Inc.	0062716-00005	20 Aug 2029	20 Aug 2019	TMA1050155		
Int. Class	1					
Goods	herbicides					
NewAgco Inc.	AGSTEWARD	Canada	6 Jan 2006	1285147	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00042	28 Feb 2032	28 Feb 2007	TMA682598		
Int. Class	37					
Goods	chemical container disposal services					
NewAgco Inc.	AGXACT	Canada	3 Oct 2023	2284693	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00083	2 May 2035	2 May 2025	TMA1310981		
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	AMMO	Canada	24 Jul 2017	1848783	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00022	18 Oct 2029	18 Oct 2019	TMA1059511		
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	ANACONDA	Canada	11 Jul 2019	1975109	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00060	29 Jun 2032	29 Jun 2022	TMA1132609		
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	ASSASSIN	Canada	17 Sep 2017	1857905	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00029	22 Aug 2029	22 Aug 2019	TMA1050843		
Int. Class	1					
Goods	adjuvant for crop protection, namely, adjuvants for use with herbicides					
NewAgco Inc.	ASTRAL	Canada	6 Aug 2020	2044482	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00078	13 Dec 2034	13 Dec 2024	TMA1275304		
Int. Class	1					
Goods	adjuvant for use with herbicides, fungicides and seed treatments					
NewAgco Inc.	AURORA	Canada	6 Jan 2010	1464805	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00032	29 Dec 2035	29 Dec 2010	TMA786013		
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	Lorraine Pinsent
NewAgco Inc.	0062716-00096				Awaiting examination	
Int. Class	5					
Goods	fungicides; herbicides; insecticide					
NewAgco Inc.	AVIATOR	Canada	28 Aug 2019	1982519	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00061	1 Nov 2034	1 Nov 2024	TMA1266274		
Int. Class	5					
Goods	herbicides					
NewAgco Inc.	BATTLEFRONT	Canada	9 Aug 2013	1639002	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00036	12 Dec 2029	12 Dec 2014	TMA892200		
Int. Class	0					
Goods	fertilizers, herbicides, pesticides, insecticides, and fungicides, all for agricultural use					
NewAgco Inc.	BATTLESTAR	Canada	8 Feb 2017	1822028	Registered	Lorraine Pinsent
NewAgco Inc.	0062716-00007	20 Aug 2029	20 Aug 2019	TMA1050160		
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
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
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				<i>Awaiting examination</i>	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				<i>Awaiting examination</i>	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				<i>Awaiting examination</i>	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				<i>Approved for Publication</i>	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
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
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				<i>Awaiting examination</i>	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
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

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

Trademarks

NewAgco Registered Trademarks

No.	Status	Trademark
1	Registered	ACE
2	Registered	AGSTEWARD
3	Registered	AGXACT
4	Registered	AMMO
5	Registered	ANACONDA
6	Registered	ASSASSIN
7	Registered	ASTRAL
8	Registered	AURORA
9	Registered	AVIATOR
10	Registered	BATTLEFRONT
11	Registered	BATTLESTAR
12	Registered	BLUE32
13	Registered	BOA
14	Registered	BOMBSHELL
15	Registered	BUCK M
16	Registered	CANUCK
17	Registered	CITRISOFT
18	Registered	CLOBBER M
19	Registered	CLONE
20	Registered	DEATHSTAR
21	Registered	DECIMATE
22	Registered	DENALI
23	Registered	DESTROYER
24	Registered	DEUCE
25	Registered	DISRUPTOR
26	Registered	EMPIRE

No.	Status	Trademark
27	Registered	FOXXY
28	Registered	FUSARO
29	Registered	HELLCAT
30	Registered	HIMALAYA
31	Registered	INDEPENDENCE DESIGN
32	Registered	K2
33	Registered	KAMIKAZE
34	Registered	KICKOFF
35	Registered	KRYPTON
36	Registered	METEOR
37	Registered	MEZZO
38	Registered	N-CORE
39	Registered	N-CREASE
40	Registered	NEBULA
41	Registered	NewAgco Design
42	Registered	NINJA
43	Registered	PILOT
44	Registered	POWER PHOS
45	Registered	PRINCE
46	Registered	PROGRESS
47	Registered	QUA SIMODO
48	Registered	QUIVER
49	Registered	QUIZ
50	Registered	RAMBLER
51	Registered	RAMBO
52	Registered	REVENGE

No.	Status	Trademark
53	Registered	REVENUE
54	Registered	RUMOUR
55	Registered	SAMURAI
56	Registered	SOLSTAR
57	Registered	SPADE
58	Registered	STALLION
59	Registered	TAIPAN
60	Registered	THIEF
61	Registered	THRONE
62	Registered	TONTO
63	Registered	TORNADO
64	Registered	TRIFECTA
65	Registered	TYCOON
66	Registered	ZIPPER
67	Registered	VICTUS
68	Pending	AVENGER
69	Pending	FEROCIOUS
70	Pending	FLARE
71	Pending	FURY
72	Pending	GRIT
73	Pending	MACH ONE
74	Pending	PROTÉGÉ
75	Pending	SUNRISE
76	Pending	TARIAN
77	Pending	VERMIS

**APPENDIX II
EQUIPMENT**

See attached.

AgraCity Crop & Nutrition Ltd.
Capital Asset Schedule

Asset	Description	Serial Number/VIN	Own/Lease
Power Units & Trucks	Rail Car Conveyor	N/A	CWB National Leasing Inc.
Power Units & Trucks	2015 Caterpillar 906H2 Wheel Loader	CAT0906HHJRF02986	CWB National Leasing Inc.
Power Units & Trucks	2020 International 4x4	1HTKTSWM5LH354627; and Aluminum Deck W/36" Tool Box (S/N: 20190403-0628600)	Hitachi Capital Canada
Power Units & Trucks	Compact Track Loader 2024	KBCZ053CLR1B22751	Kubota Canada Ltd.
Power Units & Trucks	2021 W-Hitachi ZW 180-6	RYUPD860LH8405656	Mitsubishi HC Capital Canada, Inc.

**SCHEDULE "K"
PMRA REGISTRATIONS**

NEWAGCO PMRA REGISTRATIONS:

S. #	PCP #	Registrant Name	Product Name	Registration Status
Adjuvants				
1	29712	NEWAGCO INC.	CHEM SPRAY CROP OIL CONCENTRATE	Registered
2	32615	NEWAGCO INC.	TONTO ADJUVANT	Registered / Master Copy
3	33380	NEWAGCO INC.	EMPIRE ADJUVANT	Registered
4	33442	NEWAGCO INC.	EMPIRE II ADJUVANT	Registered
5	33443	NEWAGCO INC.	ASSASSIN II ADJUVANT	Registered
6	33444	NEWAGCO INC.	MPOWER ASSASSIN ADJUVANT	Registered
7	34504	NEWAGCO INC.	ASTRAL ADJUVANT	Registered
8	34506	NEWAGCO INC.	DEUCE ADJUVANT	Registered
9	34609	NEWAGCO INC.	DEUCE II ADJUVANT	Registered
Fungicides				
10	32429	NEWAGCO INC.	NEWAGCO AZOXYSTROBIN TECHNICAL	Registered
11	32926	NEWAGCO INC.	NEWAGCO PYRACLOSTROBIN TECHNICAL	Registered
12	32927	NEWAGCO INC.	SPADE FUNGICIDE	Registered
13	33417	NEWAGCO INC.	NEWAGCO FLUAZINAM TECHNICAL	Registered
14	33494	NEWAGCO INC.	NEWAGCO BOSCALID TECHNICAL	Registered
15	33588	NEWAGCO INC.	NEWAGCO METALAXYL-M TECHNICAL	Registered
16	33623	NEWAGCO INC.	NEWAGCO TRIFLOXYSTROBIN TECHNICAL	Registered
17	33807	NEWAGCO INC.	QUASI FUNGICIDE	Registered
18	33994	NEWAGCO INC.	NEWAGCO TEBUCONAZOLE TECHNICAL	Registered
19	33995	NEWAGCO INC.	TORNADO FUNGICIDE	Registered
20	34130	NEWAGCO INC.	NEWAGCO METALAXYL TECHNICAL FUNGICIDE	Registered
21	34150	NEWAGCO INC.	NEWAGCO PROPICONAZOLE TECHNICAL	Registered
22	34159	NEWAGCO INC.	NEWAGCO PROTHIOCONAZOLE TECHNICAL FUNGICIDE	Registered
23	34191	NEWAGCO INC.	NEWAGCO DIFENOCONAZOLE TECHNICAL	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
24	34213	NEWAGCO INC.	MODO FUNGICIDE	Registered
25	34228	NEWAGCO INC.	REVENUE FUNGICIDE	Registered
26	34693	NEWAGCO INC.	FUSARO FUNGICIDE	Registered
27	34951	NEWAGCO INC.	NEWAGCO PROTHIOCONAZOLE TECHNICAL II FUNGICIDE	Registered
28	35048	NEWAGCO INC.	RAMBLER FUNGICIDE	Registered
29	35204	NEWAGCO INC.	NEWAGCO FLUDIOXONIL TECHNICAL	Registered
30	35276	NEWAGCO INC.	SPADE II FUNGICIDE	Registered
31	35718	NEWAGCO INC.	AVENGER FUNGICIDE	Registered
Herbicides				
32	29290	NEWAGCO INC.	DISRUPTOR 360 GLYPHOSATE HERBICIDE	Registered
33	29381	NEWAGCO INC.	NEWAGCO GLYPHOSATE TECHNICAL	Registered
34	29424	NEWAGCO INC.	NEWAGCO CLODINAFOP-PROPARGYL HERBICIDE TECHNICAL	Registered
35	29711	NEWAGCO INC.	AURORA® HERBICIDE	Registered
36	29742	NEWAGCO INC.	NEWAGCO FENOXAPROP-P-ETHYL HERBICIDE TECHNICAL	Registered
37	30055	NEWAGCO INC.	HELLCAT HERBICIDE	Registered
38	30123	NEWAGCO INC.	NEWAGCO IMAZETHAPYR TECHNICAL HERBICIDE	Registered
39	30127	NEWAGCO INC.	KAMIKAZE HERBICIDE	Registered
40	30460	NEWAGCO INC.	MPOWER 2,4-D ESTER 700 HERBICIDE	Registered
41	30461	NEWAGCO INC.	MPOWER MCPA AMINE 500	Registered
42	30462	NEWAGCO INC.	MPOWER MCPA ESTER 500	Registered
43	30613	NEWAGCO INC.	NEWAGCO GLUFOSINATE TECHNICAL	Registered
44	30761	NEWAGCO INC.	GOOD HARVEST HERBICIDE AND CROP DESICCANT	Registered
45	30944	NEWAGCO INC.	MPOWER HELLCAT-I FENOXAPROP HERBICIDE	Registered
46	31987	NEWAGCO INC.	BROMOXYNIL HEP TECHNICAL HERBICIDE	Registered
47	31988	NEWAGCO INC.	BROMOXYNIL OCT TECHNICAL HERBICIDE	Registered
48	32312	NEWAGCO INC.	NEWAGCO S-METOLACHLOR TECHNICAL	Registered
49	32593	NEWAGCO INC.	NEWAGCO DIQUAT TECHNICAL	Registered
50	32614	NEWAGCO INC.	MPOWER CLETHODIM HERBICIDE	Registered / Master Copy
51	32664	NEWAGCO INC.	NEWAGCO FLORASULAM TECHNICAL HERBICIDE	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
52	32685	NEWAGCO INC.	MPOWER BUCK M	Registered / Master Copy
53	32783	NEWAGCO INC.	NEWAGCO CLETHODIM TECHNICAL	Registered
54	32817	NEWAGCO INC.	DISRUPTOR 540 GLYPHOSATE HERBICIDE	Registered
55	32851	NEWAGCO INC.	INDEPENDENCE HERBICIDE	Registered
56	32911	NEWAGCO INC.	MPOWER BROMOXYNIL	Registered / Master Copy
57	32912	NEWAGCO INC.	MPOWER MCPA ESTER 600	Registered / Master Copy
58	32945	NEWAGCO INC.	DESTROYER 540 GLYPHOSATE HERBICIDE	Registered
59	32951	NEWAGCO INC.	NEWAGCO FLUROXYPYR TECHNICAL	Registered
60	32952	NEWAGCO INC.	FOXXY HERBICIDE	Registered
61	32960	NEWAGCO INC.	NEWAGCO METSULFURON TECHNICAL	Registered
62	32994	NEWAGCO INC.	NEWAGCO IMAZAMOX TECHNICAL	Registered
63	32995	NEWAGCO INC.	NINJA HERBICIDE	Registered
64	32996	NEWAGCO INC.	NEWAGCO BENTAZON TECHNICAL	Registered
65	32997	NEWAGCO INC.	CLONE HERBICIDE	Registered
66	33003	NEWAGCO INC.	BATTLEFRONT HERBICIDE	Registered
67	33011	NEWAGCO INC.	BOA HERBICIDE	Registered
68	33033	NEWAGCO INC.	SAMURAI HERBICIDE	Registered
69	33106	NEWAGCO INC.	NEWAGCO CLOPYRALID TECHNICAL	Registered
70	33114	NEWAGCO INC.	CLOBBER HERBICIDE	Registered
71	33142	NEWAGCO INC.	NEWAGCO TRIBENURON-METHYL TECHNICAL	Registered
72	33143	NEWAGCO INC.	MPOWER EXTRA HERBICIDE	Registered
73	33168	NEWAGCO INC.	NEWAGCO CLODINAFOP HERBICIDE TECHNICAL	Registered
74	33267	NEWAGCO INC.	VICTUS HERBICIDE	Registered
75	33333	NEWAGCO INC.	NEWAGCO FLUCARBAZONE TECHNICAL	Registered
76	33370	NEWAGCO INC.	HIMALAYA HERBICIDE	Registered
77	33374	NEWAGCO INC.	NEWAGCO QUIZALOFOP TECHNICAL	Registered
78	33399	NEWAGCO INC.	BUCK HERBICIDE	Registered
79	33409	NEWAGCO INC.	NEWAGCO CLOMAZONE II TECHNICAL	Registered
80	33459	NEWAGCO INC.	NEWAGCO THIFENSULFURON-METHYL TECHNICAL	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
81	33481	NEWAGCO INC.	QUIZ HERBICIDE	Registered
82	33520	NEWAGCO INC.	MPOWER RX HERBICIDE	Registered
83	33563	NEWAGCO INC.	NEWAGCO CARFENTRAZONE-ETHYL TECHNICAL	Registered
84	33574	NEWAGCO INC.	RUMOUR HERBICIDE	Registered
85	33578	NEWAGCO INC.	RAMBO HERBICIDE	Registered
86	33592	NEWAGCO INC.	NEWAGCO BROMOXYNIL OCTANOATE II TECHNICAL HERBICIDE	Registered
87	33613	NEWAGCO INC.	VICTUS 200 SN HERBICIDE	Registered
88	33614	NEWAGCO INC.	NEWAGCO GLYPHOSATE II TECHNICAL	Registered
89	33716	NEWAGCO INC.	REVENGE HERBICIDE	Registered
90	33767	NEWAGCO INC.	NEWAGCO 2,4-D TECHNICAL	Registered
91	33772	NEWAGCO INC.	NEWAGCO TRIFLURALIN TECHNICAL	Registered
92	33841	NEWAGCO INC.	TRIFLURALIN 480 EC HERBICIDE	Registered
93	33845	NEWAGCO INC.	NEWAGCO 2,4-D ESTER TECHNICAL HERBICIDE	Registered
94	33853	NEWAGCO INC.	NEWAGCO METRIBUZIN TECHNICAL	Registered
95	33857	NEWAGCO INC.	NEWAGCO NICOSULFURON TECHNICAL HERBICIDE	Registered
96	33860	NEWAGCO INC.	NEWAGCO PENDIMETHALIN TECHNICAL	Registered
97	33954	NEWAGCO INC.	NEWAGCO FLUMETSULAM TECHNICAL HERBICIDE	Registered
98	34023	NEWAGCO INC.	NEWAGCO DICAMBA TECHNICAL	Registered
99	34024	NEWAGCO INC.	AMMO HERBICIDE	Registered
100	34034	NEWAGCO INC.	QUIZ II HERBICIDE	Registered
101	34068	NEWAGCO INC.	MPOWER AURORA CLODINAPOP 6NG	Registered
102	34134	NEWAGCO INC.	NEWAGCO MCPA 2EH TECHNICAL	Registered
103	34156	NEWAGCO INC.	MCPA ESTER 600 HERBICIDE	Registered
104	34157	NEWAGCO INC.	CLOBBER M HERBICIDE	Registered
105	34173	NEWAGCO INC.	CANUCK (R) HERBICIDE	Registered
106	34222	NEWAGCO INC.	NEWAGCO GLUFOSINATE TECHNICAL II HERBICIDE	Registered
107	34248	NEWAGCO INC.	ACE HERBICIDE	Registered
108	34249	NEWAGCO INC.	NEWAGCO PINOXADEN TECHNICAL	Registered
109	34300	NEWAGCO INC.	NEWAGCO MCPA ESTER TECHNICAL HERBICIDE	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
110	34334	NEWAGCO INC.	STALLION HERBICIDE	Registered
111	34370	NEWAGCO INC.	METEOR HERBICIDE	Registered
112	34436	NEWAGCO INC.	NEWAGCO PINOXADEN II TECHNICAL HERBICIDE	Registered
113	34459	NEWAGCO INC.	STALLION II HERBICIDE	Registered
114	34565	NEWAGCO INC.	ACE II HERBICIDE	Registered
115	34567	NEWAGCO INC.	BATTLESTAR HERBICIDE	Registered
116	34668	NEWAGCO INC.	ACE 50 HERBICIDE	Registered
117	34808	NEWAGCO INC.	2,4-D ESTER 700 II HERBICIDE	Registered
118	34911	NEWAGCO INC.	NEWAGCO SULFENTRAZONE TECHNICAL II HERBICIDE	Registered
119	34981	NEWAGCO INC.	NEWAGCO MESOTRIONE TECHNICAL HERBICIDE	Registered
120	34992	NEWAGCO INC.	MEZZO® HERBICIDE	Registered
121	35090	NEWAGCO INC.	2,4-D ESTER 700 III HERBICIDE	Registered
122	35123	NEWAGCO INC.	MET PRO HERBICIDE	Registered
123	35249	NEWAGCO INC.	THRONE II HERBICIDE	Registered
124	35305	NEWAGCO INC.	FOXXY PRO HERBICIDE	Registered
125	35375	NEWAGCO INC.	FOXXY 333 HERBICIDE	Registered
126	35382	NEWAGCO INC.	MET PRO II HERBICIDE	Registered
127	35486	NEWAGCO INC.	NEWAGCO ETHALFLURALIN TECHNICAL HERBICIDE	Registered
128	35507	NEWAGCO INC.	NEWAGCO FLUMIOXAZIN TECHNICAL	Registered
129	35513	NEWAGCO INC.	FURY HERBICIDE	Registered
130	35669	NEWAGCO INC.	BOA PRO ADVANCE HERBICIDE	Registered
131	35698	NEWAGCO INC.	NEWAGCO SAFLUFENACIL TECHNICAL	Registered
Inoculants (Supplements)				
132	2017024S	NEWAGCO INC.	N-CORE PEAT BASED INOCULANT FOR PEA	Registered
133	2017025S	NEWAGCO INC.	N-CORE PEAS & LENTILS GRANULAR INOCULANT	Registered
134	2017066S	NEWAGCO INC.	MPOWER N-CORE SOYBEANS LIQUID INOCULANT	Registered
135	2017067S	NEWAGCO INC.	MPOWER N-CORE SOYBEANS GRANULAR INOCULANT	Registered
Insecticides				
136	32938	NEWAGCO INC.	NEWAGCO SPIRODICLOFEN TECHNICAL	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
137	33521	NEWAGCO INC.	NEWAGCO ACETAMIPRID TECHNICAL	Registered
138	35031	NEWAGCO INC.	NEWAGCO DELTAMETHRIN II TECHNICAL INSECTICIDE	Registered
139	35068	NEWAGCO INC.	DECIMATE INSECTICIDE	Registered
140	35259	NEWAGCO INC.	NEWAGCO CHLORANTRANILIPROLE TECHNICAL INSECTICIDE	Registered
141	35283	NEWAGCO INC.	NEWAGCO CYPERMETHRIN TECHNICAL INSECTICIDE	Registered
142	35368	NEWAGCO INC.	VERMIS INSECTICIDE	Registered
Seed Treatments				
143	34858	NEWAGCO INC.	OBEX SEED TREATMENT FUNGICIDE	Registered
144	35230	NEWAGCO INC.	PROTÉGÉ SEED TREATMENT FUNGICIDE	Registered
145	35666	NEWAGCO INC.	TARIAN MD SEED TREATMENT FUNGICIDE	Registered
Other				
146	34012	NEWAGCO INC.	NEWAGCO CLOQUINTOCET-MEXYL TECHNICAL	Registered
147	30945	NEWAGCO INC.	MPOWER R	Registered
148	30964	NEWAGCO INC.	MPOWER X	Registered
149	31118	NEWAGCO INC.	MPOWER PRO	Registered
150	31325	NEWAGCO INC.	MPOWER FLORASULAM HERBICIDE	Registered
151	35819	NEWAGCO INC.	NEWAGCO PYROXSULAM TECHNICAL HERBICIDE	Registered

VIKING PMRA REGISTRATIONS:

S. #	PCP #	Registrant Name	Product Name	Registration Status
Adjuvant				
1	34811	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CROP OIL CONCENTRATE	Registered
2	34814	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHC ADJUVANT	Registered
3	34823	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHOSPHATE ESTER ADJUVANT	Registered
4	34957	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHOSPHATE ESTER F2 ADJUVANT	Registered
5	35020	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PHC F2 ADJUVANT	Registered
6	35106	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RSA F2 ADJUVANT	Registered
7	35107	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RSA ADJUVANT	Registered
Fungicide				
8	34770	VIKING CROP PRODUCTION PARTNERS INC.	VIKING TEBUCONAZOLE FUNGICIDE	Registered
9	34771	VIKING CROP PRODUCTION PARTNERS INC.	VIKING AZOXYSTROBIN FUNGICIDE	Registered
10	34772	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PROPICONAZOLE FUNGICIDE	Registered
11	34773	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DIFENOCONAZOLE FUNGICIDE	Registered
12	34794	VIKING CROP PRODUCTION PARTNERS INC.	VIKING TROMSO FUNGICIDE	Registered
13	34795	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PYRACLOSTROBIN FUNGICIDE	Registered
14	35109	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PROTHIOCONAZOLE FUNGICIDE	Registered
Herbicide				
15	34726	VIKING CROP PRODUCTION PARTNERS INC.	VIKING GLUFOSINATE HERBICIDE	Registered
16	34736	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CARFENTRAZONE HERBICIDE	Registered
17	34737	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DICAMBA HERBICIDE	Registered
18	34738	VIKING CROP PRODUCTION PARTNERS INC.	VIKING TRIBENURON HERBICIDE	Registered
19	34739	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUCARBAZONE HERBICIDE	Registered
20	34745	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CLETHODIM HERBICIDE	Registered
21	34746	VIKING CROP PRODUCTION PARTNERS INC.	VIKING BROMOXYNIL HERBICIDE	Registered
22	34747	VIKING CROP PRODUCTION PARTNERS INC.	VIKING IMAZETHAPYR HERBICIDE	Registered
23	34749	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CLODINAFOP HERBICIDE	Registered
24	34752	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLORASULAM HERBICIDE	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
25	34758	VIKING CROP PRODUCTION PARTNERS INC.	VIKING BENTAZON HERBICIDE	Registered
26	34759	VIKING CROP PRODUCTION PARTNERS INC.	VIKING QUIZALOFOP HERBICIDE	Registered
27	34777	VIKING CROP PRODUCTION PARTNERS INC.	VIKING IMAZAMOX HERBICIDE	Registered
28	34778	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUROXYPYR HERBICIDE	Registered
29	34779	VIKING CROP PRODUCTION PARTNERS INC.	VIKING CLOPYRALID HERBICIDE	Registered
30	34787	VIKING CROP PRODUCTION PARTNERS INC.	VIKING 540 GLYPHOSATE HERBICIDE	Registered
31	34789	VIKING CROP PRODUCTION PARTNERS INC.	VIKING METRIBUZIN HERBICIDE	Registered
32	34790	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DIQUAT HERBICIDE	Registered
33	34791	VIKING CROP PRODUCTION PARTNERS INC.	VIKING NAVIK HERBICIDE	Registered
34	34792	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RISOR HERBICIDE	Registered
35	34797	VIKING CROP PRODUCTION PARTNERS INC.	VIKING GLUFOSINATE 200 SN HERBICIDE	Registered
36	34798	VIKING CROP PRODUCTION PARTNERS INC.	VIKING DRAMMEN HERBICIDE	Registered
37	34799	VIKING CROP PRODUCTION PARTNERS INC.	VIKING BODO HERBICIDE	Registered
38	34805	VIKING CROP PRODUCTION PARTNERS INC.	VIKING MCPA ESTER 600 HERBICIDE	Registered
39	34806	VIKING CROP PRODUCTION PARTNERS INC.	VIKING HAMAR HERBICIDE	Registered
40	34813	VIKING CROP PRODUCTION PARTNERS INC.	VIKING 2,4-D ESTER 700 HERBICIDE	Registered
41	34817	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FENOXAPROP HERBICIDE	Registered
42	34866	VIKING CROP PRODUCTION PARTNERS INC.	VIKING SKIEN HERBICIDE	Registered
43	34955	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PINOXADEN HERBICIDE	Registered
44	34956	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PINOXADEN 50 EC HERBICIDE	Registered
45	34958	VIKING CROP PRODUCTION PARTNERS INC.	VIKING PINOXADEN F2 HERBICIDE	Registered
46	35108	VIKING CROP PRODUCTION PARTNERS INC.	VIKING MESOTRIONE HERBICIDE	Registered
47	35124	VIKING CROP PRODUCTION PARTNERS INC.	VIKING QUIZALOFOP F2 HERBICIDE	Registered
48	35165	VIKING CROP PRODUCTION PARTNERS INC.	VIKING S-METOLACHLOR HERBICIDE	Registered
49	35166	VIKING CROP PRODUCTION PARTNERS INC.	VIKING S-METOLACHLOR F2 HERBICIDE	Registered
50	35327	VIKING CROP PRODUCTION PARTNERS INC.	VIKING SULFENTRAZONE HERBICIDE	Registered
51	35353	VIKING CROP PRODUCTION PARTNERS INC.	VIKING KALMAR HERBICIDE	Registered
52	35408	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUROXYPYR 333 HERBICIDE	Registered
53	35412	VIKING CROP PRODUCTION PARTNERS INC.	VIKING MALOY HERBICIDE	Registered

S. #	PCP #	Registrant Name	Product Name	Registration Status
54	35664	VIKING CROP PRODUCTION PARTNERS INC.	VIKING FLUMIOXAZIN HERBICIDE	Registered
Insecticide				
55	35144	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RAUMA INSECTICIDE	Registered
56	35421	VIKING CROP PRODUCTION PARTNERS INC.	VIKING RORVIK INSECTICIDE	Registered
Seed Treatment				
57	34970	VIKING CROP PRODUCTION PARTNERS INC.	VIKING GRIMSTAD FUNGICIDE SEED TREATMENT	Registered

NEWAGCO CO-PACK PRODUCTS:

S. #	Product Name	Active Ingredient	Product Replaced	Comparable Product
Pre-Seed Herbicides				
1	AMMO® C HERBICIDE	Carfentrazone + Dicamba (>2X higher rate) + tribenuron	Unique to AgraCity (Intruvix without the group 2)	Intruvix® Herbicide would be closest
2	AMMO EXTRA	Dicamba + tribenuron	Express® FX	Express® FX Herbicide, Triton K Herbicide
3	FURY R HERBICIDE	Carfentrazone + flumioxazin	Unique to AgraCity	Fierce® Herbicide is closest competitor
4	HIMALAYA® EXTRA	Tribenuron + flucarbazone	Inferno® Duo	
5	PILOT® HERBICIDE	Dicamba (36% higher rate) + florasulam	Korrex®	
6	REVENGE® B HERBICIDE	Bromoxynil + carfentrazone (higher label rates)	AgraCity Exclusive	Conquer, Conquer II, Emphasis® Herbicides
7	REVENGE B EXTREME	Bromoxynil + carfentrazone	Conquer®	Conquer, Conquer II, Emphasis® Herbicides
8	REVENGE PRO HERBICIDE	Carfentrazone + 2,4-D Ester	Blackhawk®	Blackhawk® Herbicide, IPCO Convex® Herbicide
9	THRONE II REVENGE HERBICIDE	Carfentrazone + Sulfentrazone	Authority Strike	Authority Strike Herbicide
In Crop Grass Herbicides				
10	SUNRISE® HERBICIDE	Clodinafop + Flucarbazone	Unique to AgraCity	
Grass + Broadleaf Wheat Herbicide				
11	DENALI® CM HERBICIDE	Flucarbazone + fluroxypyr + clopyralid + MPCA Ester	Unique to AgraCity	
In Crop Cereal Broadleaf Herbicides				
12	DEATHSTAR® HERBICIDE	Florasulam + fluroxypyr (highest registered rates)	Steel®	Steel® Herbicide, Stellar Unpacked Herbicide
13	FOXXY® CANUCK HERBICIDE	Fluroxypyr + Bromoxynil + MCPA	Enforcer® M	Enforcer® M Herbicide, Forcefighter® Herbicide
14	FOXXY CM HERBICIDE	Fluroxypyr + Clopyralid + MCPA Ester	Prestige	
15	FOXXY CRX HERBICIDE	Fluroxypyr + Clopyralid + Thifensulfuron methyl 50%/tribenuron methyl 25%	Unique to AgraCity	Cirpreme Herbicide, Akito® Herbicide
16	FOXXY M HERBICIDE	Fluroxypyr + MCPA Ester	Trophy®	Trophy® Herbicide, Pixxaro Herbicide

S. #	Product Name	Active Ingredient	Product Replaced	Comparable Product
17	FOXXY PRO RX HERBICIDE	Fluroxypyr (50% higher rate) + 2,4-D Ester + Thifensulfuron methyl 50%/tribenuron methyl 25%	Retain®	Retain® SG Herbicide
18	FOXXY R HERBICIDE	Fluroxypyr + thifensulfuron methyl 25%/tribenuron methyl 25%	Barricade®	
19	FOXXY R EXTREME HERBICIDE	Fluroxypyr (highest label rate) + thifensulfuron methyl 25%/tribenuron methyl 25%	Unique to AgraCity	Barricade® Herbicide, Audible® Herbicide
20	FOXXY RCK HERBICIDE	Fluroxypyr (50% higher rate) + thifensulfuron methyl 25%/tribenuron methyl 25%	Unique to AgraCity	Barricade® Herbicide, Audible® Herbicide
21	FOXXY THISTLE HERBICIDE	Fluroxypyr (50% higher rate) clopyralid (higher rate) + thifensulfuron methyl 25%/tribenuron methyl 25%	Unique to AgraCity	
Pulse and Special Crop In Crop Herbicides				
22	ANACONDA® HERBICIDE	Bentazon + Imazamox + Quizalofop	Unique to AgraCity	Viper® Herbicide + Assure
23	BOA PRO HERBICIDE	Bentazon + Imazamox	Viper®	
24	NINJA MASTER HERBICIDE	Imazamox 35%/imazethapyr 35% + clethdim	Unique to AgraCity	Odyssey® NXT Ultra Herbicide, Odyssey Ultra Q Herbicide
25	SAMURAI MASTER HERBICIDE	Imazamox + Clethodim	Unique to AgraCity	Solo® Ultra Herbicide, Solo Ultra Q Herbicide
26	TAIPAN® HERBICIDE	Imazamox + higher rate Bentazone	Unique to AgraCity	
Fungicides				
27	RAMBLER PRO FUNGICIDE	Pyraclostrobin + tebuconazole	Unique to AgraCity	Proline® Gold Fungicide, Cotegra® Fungicide
28	SPADE PLUS FUNGICIDE	Pyraclostrobin + Boron	Unique to AgraCity	Headline® Fungicide + foliar
29	SPAXOR FUNGICIDE	Prothioconazole + pyraclostrobin	Unique to AgraCity	Delaro® Fungicide, Dyax® Fungicide
30	TORNADO PRO FUNGICIDE	Pyraclostrobin + tebuconazole	Unique to AgraCity	Sphaerex® Fungicide, Twinline® Fungicide

VIKING CO-PACK PRODUCTS:

S. #	Product Name	Active Ingredient	Product Replaced	Comparable Product
1	VIKING Eslov Herbicide			Express® FX Herbicide, Triton K Herbicide
2	VIKING Hamina Herbicide			Fierce® Herbicide is closest competitor
3	VIKING Kiruna Herbicide			
4	VIKING Solna Herbicide			Blackhawk® Herbicide, IPCO Convex® Herbicide
5	VIKING Soro Herbicide			Authority Strike Herbicide
6	VIKING Vardo Herbicide			Conquer®, Conquer II, Emphasis® Herbicides
7	VIKING Visby Herbicide			
8	VIKING Ystad Herbicide			Intruvix® Herbicide would be closest
9	VIKING Askim Herbicide			Steel® Herbicide, Stellar Unpacked Herbicide
10	VIKING Avesta Herbicide			Retain® SG Herbicide
11	VIKING Brevik Herbicide			Barricade® Herbicide, Audible® Herbicide
12	VIKING Falun Herbicide			Solo® Ultra Herbicide, Solo Ultra Q Herbicide
13	VIKING Floro Herbicide			Odyssey® NXT Ultra Herbicide, Odyssey Ultra Q Herbicide
14	VIKING Harstad Herbicide			
15	VIKING Kalmar Herbicide			
16	VIKING Larvik Herbicide			Cirpreme Herbicide, Akito® Herbicide
17	VIKING Lidingo Herbicide			Trophy® Herbicide, Pixxaro Herbicide
18	VIKING Stavanger Herbicide			
19	VIKING Trycka Herbicide			Enforcer® M Herbicide, Forcefighter® Herbicide
20	VIKING Drobak Fungicide			Sphaerex® Fungicide, Twinline® Fungicide
21	VIKING Kannus Fungicide			Proline® Gold Fungicide, Cotegra® Fungicide
22	VIKING Vaasa Fungicide			Delaro® Fungicide, Dyax® Fungicide

NEWAGCO TECHNICAL PRODUCT SUBMISSIONS IN PROGRESS:

S. #	Registrant Name	Active Ingredient:	Sub. #	Sub. Date	Status	Expected PMRA Decision Date
1	NEWAGCO INC.	Benoxacor	2018-3729	1/15/2019		
2	NEWAGCO INC.	Clothianidin 98.7%	2016-1999	4/12/2016		ON HOLD
3	NEWAGCO INC.	Imidacloprid 98.5%	2016-1224	2/11/2016		ON HOLD
4	NEWAGCO INC.	Mancozeb 87.32%	2022-4484	8/31/2022		Awaiting re-evaluation decision
5	NEWAGCO INC.	Pyroxasulfone 99.2%	2024-5987	11/12/2024		11/7/2025
6	NEWAGCO INC.	Pyroxasulfone 99.2%	2024-5987	11/12/2024		11/7/2025
7	NEWAGCO INC.	Pyroxasulfone 99.2%	2024-5987	11/12/2024		11/7/2025
8	NEWAGCO INC.	Metconazole 97.68%	2024-1794	4/25/2024		4/24/2025
9	NEWAGCO INC.	Ethalfuralin 360 g/L	2024-1905	4/26/2024		8/2/2025
10	NEWAGCO INC.	Glufosinate ammonium 98.35%	2024-6053	11/6/2024		2/1/2026
11	NEWAGCO INC.	Imazethapyr 99%	2024-4489	9/2/2024		12/2/2025
12	NEWAGCO INC.	Nicosulfuron 97.72%	2024-6144	11/15/2024		2/23/2026
13	NEWAGCO INC.	Carfentrazone-ethyl 96.71%	2024-6663	12/6/2024		
14	NEWAGCO INC.	Diquat 41.9%	2024-6557	12/2/2024		3/7/2026
15	NEWAGCO INC.	Diquat 41.9%	2024-6557	12/2/2024		3/7/2026
16	NEWAGCO INC.	Imazamox 97.39%	2024-6568	11/29/2024		3/7/2026
17	NEWAGCO INC.	Pyroxulam 99%	2024-6577	12/4/2024		12/5/2025
18	NEWAGCO INC.	Pinoxaden 97.79%	2024-6723	12/12/2024		3/18/2026
19	NEWAGCO INC.	Prothioconazole 98.21%	2025-0435	1/24/2025		4/25/2026
20	NEWAGCO INC.	Saflufenacil 98.6%	2025-0531	1/30/2025		1/31/2026
21	NEWAGCO INC.	Imazamox 98.59%	2025-1207	3/13/2025		6/16/2026
22	NEWAGCO INC.	Flucarbazone 95.95%	2025-1006	2/25/2025		5/31/2026
23	NEWAGCO INC.	Pinoxaden 98.54%	2025-1818	4/10/2025		7/15/2026
24	NEWAGCO INC.	Bentazon 97.89%	2025-1682	4/4/2025		7/11/2026
25	NEWAGCO INC.	Chlorantraniliprole 96.01%	2025-1821	4/14/2025		7/14/2026
26	NEWAGCO INC.	Cloquintocet-Mexyl 99.08%	2025-1939	4/25/2025		8/2/2026
27	NEWAGCO INC.	Dicamba 97.4%	2025-4703	9/30/2025		

S. #	Registrant Name	Active Ingredient:	Sub. #	Sub. Date	Status	Expected PMRA Decision Date
28	NEWAGCO INC.	Thiencarbazone-methyl	2025-4041	9/4/2025		

NEWAGCO END-USE PRODUCT SUBMISSIONS IN PROGRESS:

S. #	Registrant Name	Active Ingredient:	Sub. No.	Sub. Date	Status	Expected Decision Date
1	NEWAGCO INC.	Clothianidin 600g/L	2016-2007	4/12/2016		ON HOLD
2	NEWAGCO INC.	Imidacloprid 600g/L	2016-1225	2/10/2016		ON HOLD
3	NEWAGCO INC.	Thiamethoxam 47.6%	2016-0461	12/6/2016		ON HOLD
4	NEWAGCO INC.	Thiamethoxam 29.9%	2017-4782	9/8/2017		ON HOLD
5	NEWAGCO INC.	Prothioconazole 125 g/L+Tebuconazole 125 g/L EC	2022-2121	6/1/2022		2024-12-20
6	NEWAGCO INC.	DICAMBA 134 g/L + S-METOLACHLOR 271 g/L CS	2023-5836	9/29/2023		2026-04-16.
7	NEWAGCO INC.	Pyroxasulfone 85%	2025-0372	11/19/2024		2026-04-22
8	NEWAGCO INC.	Boscalid 70%	2024-0526	2/5/2024		2025-07-08
9	NEWAGCO INC.	Flucarbazone-sodium 200g/L OD	2024-2034	5/13/2024		2025-08-20
10	NEWAGCO INC.	Clethodim 120g/L EC	2024-3402	7/25/2024		2025-10-28
11	NEWAGCO INC.	Cypermethrin 250 g/L EC	2024-4415	9/5/2024		2026-02-18
12	NEWAGCO INC.	Tebuconazole 3.0 g/L + Prothioconazole 15.4 g/L + Metalaxyl 6.2 g/L	2024-6302	11/19/2024		2026-04-22
13	NEWAGCO INC.	Bentazon 480g/L	2024-6833	12/18/2024		2025-07-22
14	NEWAGCO INC.	Diquat 240g/L	2024-6826	12/17/2024		2025-09-20
15	NEWAGCO INC.	Prothioconazole 480 g/L	2025-0201	1/13/2025		
16	NEWAGCO INC.	Chlorantraniliprole 200g/L	2024-6887	12/20/2024		2025-08-03
17	NEWAGCO INC.	Pyroxasulfone 85% WG	2025-1139	3/4/2025		2026-06-09
18	NEWAGCO INC.	Pyroxasulfone 85% WG	2025-1139	3/4/2025		2026-06-09
19	NEWAGCO INC.	PYROXSULAM 30 G/L OD	2024-6844	12/13/2024		2026-03-22
20	NEWAGCO INC.	SAFLUFENACIL 70%	2024-5571	10/2/2024		2026-01-20
21	NEWAGCO INC.	SAFLUFENACIL 324g/L	2024-5413	10/3/2024		2026-01-24
22	NEWAGCO INC.	BOSCALID 250 G/L + PROTHIOCONAZOLE 150 G/L	2025-2326	5/28/2025		2026-11-21
23	NEWAGCO INC.	Clopyralid 360 g/L	2025-4548	9/23/2025		
24	NEWAGCO INC.	Fluroxypyr 333g/L	2025-4662	9/29/2025		
25	NEWAGCO INC.	Prothioconazole 125 g/L + Tebuconazole 125 g/L EC		9/24/2025		
26	NEWAGCO INC.	METCONAZOLE 80 G/L + PYRACLOSTROBIN 130G/L FUNGICIDE.	2025-4042	8/26/2025		2026-11-23

S. #	Registrant Name	Active Ingredient:	Sub. No.	Sub. Date	Status	Expected Decision Date
27	NEWAGCO INC.	METCONAZOLE 112.5 G/L + PROTHIOCONAZOLE 187.5 G/L	2025-4038	9/25/2025		2026-11-22
28	NEWAGCO INC.	METCONAZOLE 90G/L	2025-2913	8/11/2025		2026-10-18
29	NEWAGCO INC.	NEWAGCO PINOXADEN 25G/L + CLODINAFOP-PROPARGYL 25G/L	2025-2844	7/9/2025		2026-10-14
30	NEWAGCO INC.	Chlorantraniliprole 200g/L	2025-4064	9/23/2025		2026-04-08

NEWAGCO EQUIVALENCIES READY TO REGISTER WITH DAYA COMPENSATION:

S.No	Entity Name	Active Ingredient:	Equivalency Date	Status	Data Expiry Date
1	NEWAGCO INC.	Atrazine 480g/L	1/2/2018		
2	NEWAGCO INC.	Atrazine 480g/L	8/1/2019		
3	NEWAGCO INC.	Azoxystrobin 200g/L + Difenconazole 125g/L	1/15/2019		8/28/2027
4	NEWAGCO INC.	Chlorothalonil 98%	11/18/2019		6/14/2028
5	NEWAGCO INC.	Atrazine 97.6%	1/2/2018		12/30/2025
6	NEWAGCO INC.	Metribuzin 70 WDG	2/15/2019		7/21/2027
7	NEWAGCO INC.	Isoxaflutole 75%	5/13/2019		
8	NEWAGCO INC.	Isoxaflutole 75%	5/13/2019		
9	NEWAGCO INC.	Mesotrione 99%	5/3/2019		8/9/2025
10	NEWAGCO INC.	Mesotrione 99%	5/3/2019		8/9/2025
11	NEWAGCO INC.	Mesotrione 480SC	8/16/2019		
12	NEWAGCO INC.	Mesotrione 480SC	8/16/2019		
13	NEWAGCO INC.	Methomyl 90% SP	9/25/2019		
14	NEWAGCO INC.	Methomyl 98.7%	6/13/2019		6/30/2028
15	NEWAGCO INC.	Azoxystrobin 75g/L + Propiconazole 125g/L SC	9/10/2019		6/10/2028
16	NEWAGCO INC.	Azoxystrobin 75g/L + Propiconazole 125g/L SC	9/10/2019		6/10/2028
17	NEWAGCO INC.	Boscalid 25.2% + Pyraclostrobin 12.8%	7/19/2019		9/14/2027

S.No	Entity Name	Active Ingredient:	Equivalency Date	Status	Data Expiry Date
18	NEWAGCO INC.	Isoxaflutole 98.4 %	2/16/2018		Awaiting re/evaluation decision
19	NEWAGCO INC.	Simazine 98.5%	11/12/2020		1/11/2028
20	NEWAGCO INC.	Picoxystrobin 98%	4/8/2022		Awaiting re/evaluation decision
21	NEWAGCO INC.	Picoxystrobin 98%	4/8/2022		Awaiting re/evaluation decision
22	NEWAGCO INC.	Simazine 480 SC	2/28/2022		
23	NEWAGCO INC.	Ethephon 91.6 %	2021-4237		1/10/2029
24	NEWAGCO INC.	Ethephon 75%	10/28/2022		
25	NEWAGCO INC.	Picoxystrobin 250 g/L	2/13/2023		3/23/2032
26	NEWAGCO INC.	PROTHIOCONAZOLE 175 G/L + TRIFLOXYSTROBIN 150 G/L	8/2/2023		4/1/2028
27	NEWAGCO INC.	PROTHIOCONAZOLE 175 G/L + TRIFLOXYSTROBIN 150 G/L	11/8/2023		4/1/2028
28	NEWAGCO INC.	Carfentrazone-ethyl 40% WG	9/14/2023		1/13/2032
29	NEWAGCO INC.	Mancozeb	2023-1671		
30	NEWAGCO INC.	Sulfentrazone	8/23/2024		3/1/2031

NEWAGCO PRODUCTS IN R&D:

S.N o.	Entity Name	Product Name:	Brand Name	Brand Name Owner
1	NEWAGCO INC.	Fluxapyroxad 62.5g/L	Sercadis	BASF
2	NEWAGCO INC.	Pyrasulfotole 37.5 g +Bromoxynil 210g	Infinity	Bayer
3	NEWAGCO INC.	Pyrasulfotole 50g/L SC	none - not sold alone	Bayer
4	NEWAGCO INC.	Thiencarbazone 10 g/L	Varro	Bayer
5	NEWAGCO INC.	Boscalid 250 g/l + Prothioconazole 150 g/l	Lance WDG	BASF
6	NEWAGCO INC.	Prothioconazole 175g +Trifloxystrobin 150g	Delaro	Bayer
7	NEWAGCO INC.	Bromoxynil 200g+Fluroxypyr 80g+MCPA 200g	Enforcer M	Nufarm
8	NEWAGCO INC.	Fluroxypyr 61.56g/L + clopyralid 42.72g/L + MCPA Ester 239.Sg/L	Prestige XL	Corteva
9	NEWAGCO INC.	Fluroxypyr 90g +2,4-D 360g	OcTTain XL	Corteva
10	NEWAGCO INC.	Bromoxynil 190g + Fluroxypyr 80g+ 2,4-D 240g	Enforcer D	Nufarm
11	NEWAGCO INC.	Metconazole 90 g/L	Caramba	BASF
12	NEWAGCO INC.	Metconazole 112.5 g/L + Prothioconazole 187.5 g/L	Sphaerex	BASF
13	NEWAGCO INC.	Metconazole 80g/L + Pyraclostrobin 130g/L	Twinline	BASF
14	NEWAGCO INC.	Fluopyram 500g/L SC	Velum Prime	Bayer
15	NEWAGCO INC.	Topramezone 336 g/L	Certitude	BASF
16	NEWAGCO INC.	Halauxifen, present as methyl ester 16.25 g/L + Fluroxypyr, present as 1-methylheptyl ester 250 g/L	not sold alone, co-pack with Pinoxaden only	Corteva
17	NEWAGCO INC.	Halauxifen, present as methyl ester 20% + Florasulam 20%	Paradigm Pre	Corteva
18	NEWAGCO INC.	Halauxifen, present as methyl ester 15 g/L + Carfentrazone-ethyl 27.97 g/L	Prospect	Corteva
19	NEWAGCO INC.	Azoxystrobin 137g/L+ Prothioconazole 200g/L SC	NewAgco Exclusive Product	

S.N o.	Entity Name	Product Name:	Brand Name	Brand Name Owner
20	NEWAGCO INC.	Fluroxypyr 129g/L + MCPA 450g/L EC	NewAgco Exclusive Product	Nufarm
21	NEWAGCO INC.	Fluroxypyr 114g/L + 2,4-D 440g/L EC	NewAgco Exclusive Product	Corteva
22	NEWAGCO INC.	Imazamox 40g/L + Clethodim 60g/L OD	NewAgco Exclusive Product	
23	NEWAGCO INC.	Clopyralid 93g/L + Fluroxypyr 129g/L EC	NewAgco Exclusive Product	
24	NEWAGCO INC.	Carfentrazone 28.8g/L + Dicamba 180g/L SL	NewAgco Exclusive Product	
25	NEWAGCO INC.	Carfentrazone 29g/L + Bromoxynil 282g/L EC	NewAgco Exclusive Product	
26	NEWAGCO INC.	Azoxystrobin 120g/L + Prothioconazole 90g/L EC	Maxentis	Nufarm
27	NEWAGCO INC.	Quizalofop 38.4g/L + Imazamox 16.5g/L + Bentazon 348g/L SC	NewAgco Exclusive Product	
28	NEWAGCO INC.	Pyrasulfotole 31.1 g/L + Bromoxynil 174.3 g/L + Fluroxypyr 72 g/L EC	Infinity FX	Bayer
29	NEWAGCO INC.	Flumioxazin 33.5% + Pyroxasulfone 42.5% WG	Fierce/torpedo	Valent
30	NEWAGCO INC.	Fluxapyroxad 167 g/L +Pyraclostrobin 333 g/L	Priaxor	BASF
31	NEWAGCO INC.	Flumioxazin 160.0 g/L + Pyroxasulfone 203.0 g/L	Fierce EZ/Torpedo EZ	Valent
32	NEWAGCO INC.	Tembotrione 420 g/L SC	Laudis	Bayer
33	NEWAGCO INC.	Metribuzin 347 g/L +Flumioxazin 77.6 g/L		
34	NEWAGCO INC.	Metribuzin 360 g/L + Flumioxazin 80 g/L + Imazethapyr 68 g/L		
35	NEWAGCO INC.	Pinoxaden 50 g/L+ Fluroxypyr 87.5 g/L		
36	NEWAGCO INC.	Fluopyram 200g/L + Prothioconazole 200 g/L		
37	NEWAGCO INC.	Fluopyram 250g/L + Trifloxystrobin 250 g/L		

SCHEDULE "L"
SPECIFIED LEASES

Lease, dated for reference November 30, 2017, between 101196566 Saskatchewan Ltd., as landlord, and AgraCity Crop & Nutrition Ltd., as tenant, concerning the premises more particularly described therein and municipally known as 302 Melville Street, Saskatoon, SK, as amended by a Lease Extension and Amending Agreement, dated November 22, 2023, as may be further amended, supplemented, modified, or restated.

Lease (Gross), made as of October 24, 2019, between Schuler Holdings Ltd., as landlord, and AgraCity Crop & Nutrition Ltd., as tenant, concerning the premises more particularly described therein and municipally known as 2900 Hasper Avenue, Saskatoon, SK, as amended by a Lease Amending Agreement, dated February 2, 2023, as may be further amended, supplemented, modified, or restated.

SCHEDULE "M"
ASSUMED LIABILITIES ALLOCATION

All Assumed Liabilities shall be transferred and assigned to, and vested in, the PackingCo Nominee.

SCHEDULE "N"
PURCHASED ASSETS AND ASSIGNED CONTRACTS ALLOCATION

All Purchased Assets shall be transferred and assigned to, and vested in, the PackingCo Nominee, except as otherwise specifically set forth below.

The Genesis Facility shall be transferred and assigned to, and vested in, United Farmers of Alberta Co-operative Limited.

All PMRA Assets held by Viking Crop Production Partners Inc. shall be transferred and assigned to, and vested in, Viking Nominee.

All PMRA Assets held by NewAgoCo Inc. shall be transferred and assigned to, and vested in, NewAgCo Nominee.

Appendix **"M"**
Payout Letter



March 12, 2026

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 March 13, 2026, to be:

	Loan 121741-03
Principal	\$7,298,787.00
Interest up to and including March 12, 2026	\$294,288.46
Protective Disbursements	\$102,044.56
Interest on Protective Disbursements	\$1,266.52
Prepayment Indemnity	\$0.00
Interest Differential	\$0.00
Fees	\$2,105.00
Total	\$ 7,698,491.54
Current Per Diem (subject to change) ¹	\$1,533.77
Current Interest rate – floating base +0.75 %	7.30%

The breakdowns of Protective Disbursements are as follows:

Legal fees paid to date – September 2025 to January 2026	\$92,994.08
Legal invoices received but unpaid	\$9,050.48
Total	\$102,044.56

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

¹ 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.



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.

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,

Brad Wagner
Director, Business Restructuring
T (403) 382-3147
C Brad.WAGNER@bdc.ca

Krystal Lozada
Senior Analyst, Business Restructuring