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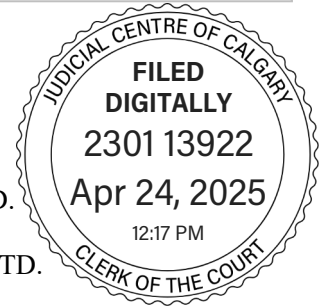
CALGARY

PLAINTIFF

CONNECT FIRST CREDIT UNION LTD.

DEFENDANT

OGEN HOLDINGS LTD. AND OGEN LTD.



DOCUMENT

FOURTH REPORT OF THE RECEIVER

April 23, 2025

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECEIVER

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INTRODUCTION

1. On November 3, 2023 (the "**Receivership Date**"), by order of the Honourable Justice D.R. Mah of the Court of King's Bench of Alberta (the "**Court**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed receiver and manager (the "**Receiver**"), without security, of all of Ogen Holdings Ltd. ("**OHL**") and Ogen Ltd.'s ("**OL**") (collectively, "**Ogen**" or the "**Company**") current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (other than the Excluded Assets (as defined below), the "**Property**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), and section 13(2) of the *Judicature Act*, RSA 2000, c B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 (the "**Receivership Order**").
2. Amongst other things, the Receivership Order empowers and authorizes, but does not obligate, the Receiver to take possession and exercise control over the Property and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business. The Receivership Order also empowers the Receiver to borrow up to \$750,000 by way of a receiver's certificate and the whole of the Property is charged by way of a fixed and specific charge to secure such borrowings.
3. For greater clarity, the Property specifically excludes any of the Company's assets for which any permit or license is issued or may be issued in accordance or connection with the Controlled Substances Legislations (as defined in the Receivership Order) and the Receiver shall not be deemed to be in possession of any Property within the meaning of the Controlled Substances Legislation (the "**Excluded Assets**").
4. On September 1, 2023, Ogen presented a proposal (the "**Proposal**") to their creditors. On September 20, 2023, Ogen held the Creditors' Meeting (as defined in

the Proposal), which was subsequently adjourned to November 2, 2023 which was then adjourned further.

5. On November 3, 2023, by an order of this Honourable Court ("**Terminating NOI Proceedings Order**"), pursuant to section 57.1 of the BIA, A&M was substituted, in place of KSV Restructuring Inc., as the proposal trustee of Ogen in the proposal proceedings (the "**Proposal Proceedings**") under court file numbers 25-2958981 and 25-2988977. Upon A&M, as proposal trustee, filing a certificate in the form attached to the Terminating NOI Proceedings Order, then the time within Ogen may file a proposal to their creditors will be immediately terminated in accordance with section 50.4(11) of the BIA and pursuant to section 50(12)(b) of the BIA, the proposal will be deemed to have been refused by Ogen's creditors.
6. On November 17, 2023, the Court granted an order (the "**Excluded Assets Order**") which, among other things, authorized the Company to distribute and/or sell certain Excluded Assets with the cooperation of the Receiver. The Receiver filed the first report of the Receiver (the "**First Report**") in support of the November 17, 2023 motion.
7. On February 16, 2024, the Receiver was granted a further order of the court, which among other things, authorized a sale and investment solicitation process (the "**SISP**") for the Property of the Company. The Receiver filed the second report of the Receiver (the "**Second Report**") in support of the February 16, 2024 motion.
8. On February 29, 2024, the Court granted an order which provided that Ogen's license pursuant to the *Excise Act*, 2001 SC 2002, c. 22 would be cancelled on March 4, 2024.
9. On December 17, 2024, the Court granted an order (the "**Receiver's Borrowing Charge Increase Order**") which, among other things, increased quantum of the Receiver's Borrowing Charge (as defined in the Receivership Order) to \$1,550,000. The Receiver filed the third report of the Receiver (the "**Third Report**") in support of the December 17, 2024 motion.

10. The purpose of this fourth report of the Receiver (the "**Fourt Report**" or this "**Report**") is to provide this Honourable Court with information in respect of the following:
- a) the activities of the Receiver since the Third Report;
 - b) an update on the Company's activities since the Third Report;
 - c) an update on the marketing process of the Ogen Facility and certain assets;
 - d) the cash flow results for the period from November 30, 2025 to April 11, 2025 (the "**Reporting Period**");
 - e) the Forecast R&D (as defined below);
 - f) the Receiver's application for:
 - i. approval of the sale transaction contemplated by an asset purchaser agreement dated April 23, 2025 (the "**Sale Agreement**"), between the Receiver and 2627411 Alberta Ltd. ("**262 AB**", or the "**Purchaser**") as purchaser with respect to the Ogen Facility and certain assets;
 - ii. an Order (the "**Restricted Court Access Order**") sealing confidential appendices "**1**", "**2**", and "**3**";
 - iii. an Order approving the Receiver's destruction of the Records (as defined below);
 - iv. an Order declaring that, upon the Receiver filing a certificate with this Honourable Court (the "**Receiver's Certificate**"), the Receiver is discharged as Receiver in these Receivership Proceedings; and
 - v. an Order approving the actions, activities and conduct of the Receiver up to the date of this Report and approving the Receiver's

and its counsel's fees and disbursements up to March 31, 2025 as well as the forecast fees to discharge;

g) the Receiver's conclusions and recommendations.

11. Capitalized words or terms not otherwise defined in this Report are as defined in the First Report, Second Report, Third Report or the Receivership Order.
12. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

13. In preparing this Fourth Report, the Receiver has relied upon: (i) the representations of certain management and other key stakeholders of Ogen; and (ii) financial and other information contained in the Company's books and records, which were produced and maintained principally by the Company. The Receiver has not performed an audit, review or other verification of such information.
14. The Receiver has not performed an audit, review or otherwise attempted to verify the accuracy or completeness of the Company's financial information that would wholly or partially comply with Canadian Auditing Standards ("CASs") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the financial information. Any future oriented financial information relied upon in this Report is based on the Receiver's assumptions regarding future events and actual results achieved will vary from this information and the variations may be materials.

BACKGROUND AND OVERVIEW

15. Ogen is an Alberta-based company that engaged in the business of cultivation and production of cannabis with property and a manufacturing facility and operations located in Calgary, Alberta. The Ogen facility is a purpose-built indoor production facility that is approximately 57,300 sq. ft. in size on a lot that is approximately 2.32 acres (the "**Ogen Facility**"). OHL owns the Ogen Facility and related

- production equipment, which it leases to OL. OHL does not conduct any business operations nor have any employees.
16. OL was incorporated pursuant to the laws of Alberta as "Bloom Cultivation Ltd." on April 26, 2013. On June 9, 2020, OL changed its name from Bloom Cultivation Ltd. to Ogen Ltd. OHL was incorporated pursuant to the laws of Alberta as "Bloom Cultivation Holdings" on January 12, 2017 and changed its name to Ogen Holdings Ltd. on January 24, 2020.
 17. OHL is the sole shareholder of OL. OHL has approximately 15 shareholders, the two largest of which are G. Edwards Holdings Ltd. and Hawksworth Holdings Ltd. who respectively hold 40.67% and 46.31% of the voting common shares of OHL.
 18. As at the Receivership Date, OL had approximately 86 employees. The Receiver initially terminated the employment of 80 employees while continuing to utilize 6 employees to assist in the receivership proceedings. As at the date of this Report, the Receiver continues to retain the services of one of the Company's employees.
 19. Ogen produced high-quality bulk flower and pre-rolls. Ogen previously held a license from Health Canada under the *Cannabis Act*, SC 2018, c. 16 (the "**Health Canada License**"), an excise license under the *Excise Act*, 2001 SC 2002, c. 22, (the "**Excise License**") and was party to certain supply agreements with provincial distributors and customers, such as the Alberta Gaming, Liquor and Cannabis Commission ("**AGLC**"), the Ontario Cannabis Retail Corporation, and others across Canada.
 20. Connect First Ltd. and Servus Credit Union Ltd. (the "**Lender**" or "**CFCU**") is the most significant secured creditor of Ogen and as of the Receivership Date, the Company was indebted to the Lender of approximately \$21.9 million. As a result of a settlement of certain guarantees, the current amount outstanding to CFCU is approximately \$14.3 million. The Company's next significant creditor is the Canada Revenue Agency (the "**CRA**") with total indebtedness outstanding of

approximately \$5 million, of which approximately \$253,000 relates to GST and the remaining balance of approximately \$4.7 million relating to an excise tax claim.

21. Further background on the Company is also contained in the materials filed in support of the Receivership Order, including the Affidavit of Kunle Popoola sworn October 24, 2023 (the "**KP Affidavit**"), the Receiver's First Report, Second Report and Third Report. These documents and other publicly filed Court materials in these proceedings have been posted on the Receiver's website at: <https://www.alvarezandmarsal.com/ogen> (the "**Receiver's Website**").

ACTIVITIES OF THE RECEIVER SINCE THE THIRD REPORT

22. Since the Third Report, the Receiver's activities have included, but are not limited to, the following:
- a) continuing to secure and safeguard the Property, except for the Excluded Assets, with the assistance of one of the Company's employees retained by the Receiver and one contractor;
 - b) conducting a marketing process for the Ogen Facility and certain of the Company's assets and conducting numerous site tours with Avison Young Commercial Real Estate Services LP (the "**Marketing Agent**") acting as the marketing agent, and interested parties;
 - c) various communications with interested parties and brokerage companies respecting their interest in the purchase of the Company's equipment and building;
 - d) monitoring the cash flows of the Company on a weekly basis and developing cash flow forecasting to manage future cash flow requirements of the Company;
 - e) various discussion with creditors and suppliers regarding their outstanding invoices as a result of the Receivership Proceedings;

- f) numerous communications with the Lender respecting operational matters, the marketing process and other matters relating to the Receivership Proceedings; and
- g) providing instructions to MLT Aikins LLP (the "**Receiver's Counsel**"), on a variety of matters with respect to the receivership proceedings.

MARKETING PROCESS UPDATE

Marketing Efforts

- 23. The Receiver, with the assistance of the Marketing Agent, undertook a comprehensive marketing process which commenced on November 15, 2024.
- 24. The Marketing Agent delivered a marketing brochure (the "**Brochure**") to a list of potential bidders, which included general information with respect to the Ogen Facility and equipment.
- 25. A detailed package of marketing materials, which included drawings and specifications of the Ogen Facility, detailed asset and inventory listings, historical maintenance records, insurance and environmental records (the "**VDR Materials**"), was assembled and made available in a virtual data room ("**VDR**") to potential bidders who executed a non-disclosure agreement (the "**NDA**").
- 26. The Receiver, with input provided by the Lender and Marketing Agent, set a bid deadline of April 4, 2025 (the "**Bid Deadline**"), to allow sufficient time for all interested parties to submit a competitive non-binding letter of intent (an "**LOI**") in the marketing process.
- 27. Throughout the course of the marketing process:
 - a) 330 potential bidders were contacted;
 - b) 25 potential bidders contacted the Marketing Agent to discuss the sale opportunity;

- c) 11 potential bidders executed NDAs and received access to the VDR;
and
 - d) 8 potential bidders conducted tours of the Ogen Facility.
- 28. Ultimately, on April 4, 2025, two (2) LOIs were submitted to the Receiver, both of which contemplated a purchase of the Ogen Facility and certain inventory and equipment.
- 29. Subsequent to the Bid Deadline, the Receiver and Marketing Agent reviewed the LOIs with the Lender. Discussions were held with Marketing Agent and the two parties to clarify the terms of their LOI.
- 30. As a result of discussions held with the Lender and Marketing Agent, the Receiver began to negotiate the Sale Agreement with the Purchaser. The Sale Agreement was ultimately executed on April 23, 2025.

Sale Agreement

- 31. A redacted copy of the Sale Agreement is attached to this Report as Appendix “A”, and an unredacted version is included as Confidential Appendix “1”. The Receiver’s analysis and summary of the Sale Agreement is attached a Confidential Appendix “2”.
- 32. The key terms of the Sale Agreement are as follows:
 - a) the Receiver is holding a deposit, the amount of which is disclosed in the Confidential Appendices;
 - b) the Sale Agreement is subject to the following material conditions:
 - i. approval of this Honourable Court; and
 - ii. the Purchaser has the power and authority to enter into, deliver, and perform its obligations under the Sale Agreement.

33. The Receiver is of the view that approval of the Sale Agreement is commercially reasonable for the following reasons:

- a) pursuant to the Receivership Order, the Receiver is authorized to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- b) the Receiver, with assistance of the Marketing Agent, undertook a comprehensive marketing of the Ogen Facility and certain assets. This process included a significant number of potential bidders canvassed for the opportunity, numerous discussions held with interested parties, several NDAs executed and multiple site tours conducted;
- c) two non-binding LOIs were received at the Bid Deadline, of which one was considered acceptable to proceed with further negotiations;
- d) the Marketing Agent has extensive experience marketing properties similar to the Ogen Facility and is supportive of the sale;
- e) the Sale Agreement is considered, in the Receiver's opinion, the best and highest offer for the Ogen Facility and certain assets;
- f) the Sale Agreement was negotiated in good faith between parties who are at arm's length; and
- g) the Lender, as fulcrum creditor, is supportive of the transaction as contemplated by the Sale Agreement.

FINAL STATEMENT OF RECEIPTS & DISBURSEMENTS

34. The following is a final statement of the Receiver's receipts and disbursements in respect of the Company during the Reporting Period:

OGEN Ltd. and OGEN Holdings Ltd.
Final Statement of Receipts and Disbursements
November 3, 2023 to April 11, 2025
in CAD \$000's

| | First to Third Report Nov 3/23 to Nov 29/24 | Reporting Period Nov 29/24 to Apr 11/25 | Final R&D Nov 3/23 to Apr 11/25 |
|------------------------------------|----------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Opening cash balance | \$ - | \$ 70 | \$ - |
| Receiver's borrowings | \$ 750 | \$ 500 | \$ 1,250 |
| Receipts | | | |
| Provincial Customer receipts | 531 | - | 531 |
| Private Customer receipts | 273 | - | 273 |
| Cannabis Sales | 1,446 | - | 1,446 |
| Other Receipts | 223 | 0 | 224 |
| Total receipts | 2,473 | 0 | 2,473 |
| Disbursements | | | |
| Employee Costs - Pre-Receivership | 259 | - | 259 |
| Employee Costs - Post-Receivership | 605 | 21 | 626 |
| Excise, Health Canada | 191 | - | 191 |
| Winddown support services | 80 | 1 | 81 |
| Winddown materials | 5 | 0 | 5 |
| IT | 29 | 11 | 39 |
| Insurance | 200 | 75 | 275 |
| Utilities | 541 | 179 | 720 |
| Professional Fees | 977 | 136 | 1,113 |
| Appraisal Fees | 9 | - | 9 |
| Broker Commission | 12 | - | 12 |
| Property Tax | 243 | 34 | 277 |
| Transfer to Bankruptcy Account | 2 | - | 2 |
| GST paid (received) | (1) | (28) | (28) |
| Total disbursements | 3,153 | 429 | 3,582 |
| Ending cash balance | 70 | 141 | 141 |

35. There was approximately \$70,000 of cash at the start of the Reporting Period.
36. The Receiver collected approximately \$28,000 during the Reporting Period, consisting of GST refunds.
37. The Receiver made disbursements of approximately \$429,000 during the Reporting Period, relating primarily to:
 - a) utilities costs for electricity, water, and natural gas of approximately \$179,000;

- b) payments of approximately \$21,000 relating to wages and benefits for the remaining employee and independent contractor;
 - c) property tax of approximately \$34,000;
 - d) insurance costs of approximately \$75,000;
 - e) IT costs of approximately \$11,000 for internet and monitoring;
 - f) winddown support services relating primarily to repairs and maintenance expenses of approximately \$1,000; and
 - g) professional fees totaling approximately \$136,000 relating to payment of invoices for the following:
 - i. the Receiver's and Receiver's Counsel's fees and costs in the amount of approximately \$120,000 and \$15,000, respectively for fees and expenses incurred from October 1, 2024 to March 31, 2025 for the Receiver and January 13, 2025 for the Receiver's Counsel; and
 - ii. Company's counsel's fees and costs totaling approximately \$1,000 for fees and costs incurred in the receivership proceedings up to December 20, 2024 authorized by the Receiver to assist the Company to sell the Excluded Assets and other services provided to the Receiver.
38. The ending cash available as at April 11, 2025 was approximately \$141,000.
39. The Receiver notes that the Interim Financing Charge of \$500,000, which was granted in the NOI Proceedings and fully utilized, remains outstanding and unpaid.
40. Pursuant to paragraph 24 of the Receivership Order and the Receiver's Borrowing Charge Increase Order, the Receiver has been empowered to borrow by way of revolving credit or otherwise, up to \$1.55 million, or such greater amounts as the

Court may further order. The Receiver has borrowed \$1.25 million up to the date of this Report.

FORECAST FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

41. The Receiver has completed a forecast detailing the anticipated receipts and disbursements expected until its discharge (the “**Forecast R&D**”). The Forecast R&D is primarily comprised of the following:

- a) the forecast collection of the net purchase price contemplated in the Sale Agreement once the transaction closes, subject to Court approval;
- b) collection of GST ITC refunds of approximately \$11,000
- c) Insurance costs of approximately \$32,000
- d) payment of utilities for the Ogen Facility, up to the anticipated closing date of the Sale Agreement of \$154,000;
- e) payment of approximately \$39,000 for bankruptcy trustee fees of Ogen Ltd. and Ogen Holdings Ltd.;
- f) former employee super-priority claims of \$42,000;
- g) forecast professional fees and costs for the period from April 1, 2025 to the completion of the Receivership Proceedings of approximately \$90,000; and
- h) repayment of the Receiver’s Borrowings of \$1.25 million.

42. In consideration of the disbursements provided in the Forecast R&D, the Receiver has estimated that it will require approximately \$428,000 (the “**Holdback**”) to complete the remaining administration of the estate and to make a final distribution to the Lender (the “**Lender Distribution**”) once the Sale Agreement transaction is complete. The Holdback is an estimate and may be subject to change based on higher-than expected costs that may occur, or costs which are not included in the

Forecast R&D. As a result, the Receiver may be required to holdback additional funds to complete the administration of the estate. The Receiver will keep the Lender apprised of such matters which may require an increase in the quantum of the Holdback.

43. Due to the confidential nature of the financial information disclosed in the Forecast R&D, primarily in respect of the proposed purchase price in the Sale Agreement, the Receiver believes it is appropriate to seal the Forecast R&D and include it as Confidential Appendix “3”, to this Report. The Receiver notes that the Forecast R&D is an estimate and the amounts collected and/or paid may be subject to material change based on the actual results.
44. As previously discussed, the Lender is considered the fulcrum creditor, and it is anticipated that there will be no recoveries to unsecured creditors. The Receiver will endeavor to provide the Lender with a final statement of receipts and disbursements once all of the collectible forecast receipts have been collected, and the forecast disbursements have been paid, at which time any remaining proceeds will be transferred to the Lender.

DESTRUCTION OF BOOKS AND RECORDS

45. The Receiver is in custody of certain records relating to the Company (the “**Records**”), which remain at the Ogen Facility. The Receiver is seeking authorization from this Honourable Court to allow the Receiver to destroy any and all such Records. The Records are not required by the licensed insolvency trustee of the Company’s bankruptcy and the Company’s two directors resigned on the Receivership Date.
46. The Receiver will communicate its plan to destroy the Records to the Company’s shareholders and former directors on April 23, 2025. If the Court approves the destruction, the Receiver will hold the Records at the Ogen Facility until May 23, 2025. If the Company’s shareholders and former directors do not communicate

their intent to retain the Records by May 23, 2025, the Receiver will proceed with destruction, provided the Court authorizes the Receiver to do so.

APPROVAL OF PROFESSIONAL FEES AND EXPENSES

47. Pursuant to paragraphs 21 to 23 of the Receivership Order, the Receiver seeks approval from this Honourable Court of the respective professional fees and disbursements of the Receiver and the Receiver's Counsel for the period from October 1, 2024 to March 31, 2025 (the "**Interim Taxation Period**"). The professional fees of the Receiver and its legal counsel for the period from January 1, 2024 to September 30, 2024 were previously approved in an order granted by this Honourable Court on December 17, 2024.
48. Professional fees and expenses for the Receiver during the Interim Taxation Period total \$120,532 (exclusive of GST) (the "**Receiver's Fees and Costs**"). Professional fees and expenses of the Receiver's Counsel during the Interim Taxation Period total \$12,094.25 (exclusive of GST) (the "**Receiver's Counsel's Fees and Costs**").
49. A summary of the Receiver's Fees and Costs and the Receiver's Counsel's Fees and Costs are attached as Appendix "**B**".
50. The Receiver and the Receiver's Counsel's invoices outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work. Copies of the invoices will be made available to the Court, upon request.
51. The Receiver and Receiver's Counsel's estimated fees and costs to complete this engagement (April 1, 2025 to the filing of the Receiver's discharge certificate) is estimated to be approximately \$90,000 (the "**Forecast Fees and Costs**"), which include fees and costs incurred, but not paid.
52. The Receiver respectfully submits that its professional fees and disbursements and those of the Receiver's Counsel are fair and reasonable in the circumstances and

respectfully requests that this Honourable Court approved the Receiver's Fees and Costs, the Receiver's Counsel's Fees and Costs, and the Forecast Fees and Costs.

DISCHARGE OF THE RECEIVER

53. The Receiver respectfully requests that this Honourable Court grant an Order which, amongst other things, and subject to filing a certificate which confirms the Receiver has satisfied its obligations under the Receivership Order, discharges A&M as Receiver and absolutely, forever and unconditionally releases the Receiver from any claims arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as Receiver, save and except for claims based on fraud, gross negligence or wilful misconduct.
54. The Receiver is respectfully of the view that it has conducted itself appropriately in these Receivership Proceedings and respectfully requests that this Court approve the actions and conduct of the Receiver from the Receivership Date to the date of this Report.
55. The Receiver's administration of the estate is substantially complete, subject to:
 - a) closing of the transaction contemplated by the Sale Agreement;
 - b) the collection of forecast receipts and payments of forecast disbursements as outlined in the Forecast R&D;
 - c) repayment of the balance owed under the Receiver's Borrowings; and
 - d) making a distribution to the Lender as discussed within this Report.
56. In addition, the Receiver may have certain miscellaneous administrative items to attend to post-discharge, including the filing of GST returns with the CRA and final reconciliation of accounts. The Receiver is of the view that these items are administrative in nature and should not prevent this Court from granting a discharge.
57. Upon completion of the above, the Receiver will file a discharge certificate with the Court confirming the same. The Receiver is requesting an order that provides

that upon filing of the discharge certificate, the Receiver will be automatically discharged without further order of the Court.

RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS

58. The Receiver respectfully recommends that this Honourable Court grant an order approving the following:

- a) Sale Approval and Vesting Order;
- b) Restricted Court Access Order with respect to Confidential Appendices “1”, “2” and “3”;
- c) the Receiver’s Fees and Costs, the Receiver’s Counsel’s Fees and Costs and the Forecast Fees and Costs, without obtaining further order from this Court;
- d) the Receiver to collect any remaining receipts and make payments as outlined in the Forecast R&D;
- e) the Holdback and the Lender Distribution;
- f) the destruction of the Records;
- g) the actions, activities and conduct of the Receiver to date and throughout the Receivership Proceedings; and
- h) the Receiver’s request for discharge, upon filing the discharge certificate.

All of which is respectfully submitted this 23rd day of April, 2025.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as the Court-appointed Receiver of
Ogen Holdings Ltd. and Ogen Ltd. and not in its
personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President



Stephen Oosterbaan, CIRP
Manager

APPENDIX "A"

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of the 22nd day of April, 2025 (the “**Effective Date**”):

BETWEEN:

ALVAREZ & MARSAL CANADA INC., in its capacity as court-appointed receiver of
OGEN HOLDINGS LTD., and not in its personal or corporate capacity

(the “**Vendor**”)

– and –

2627411 ALBERTA LTD.

(the “**Purchaser**”)

WHEREAS Pursuant to an order (the “**Receivership Order**”) granted by The Honourable Justice D.R. Mah of the Court of King's Bench of Alberta (the “**Court**”) dated November 3, 2023 in Court Action Number 2301-13922 (the “**Receivership Proceedings**”), the Receiver was appointed as receiver and manager of certain of the remaining assets, undertakings and properties of OGEN Holdings Ltd. (the “**Debtor**”) and OGEN Holdings Ltd. pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), and section 13(2) of the *Judicature Act*, RSA 2000, c B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7. For certainty, the Property does not include the Excluded Assets as defined in the Receivership Order;

AND WHEREAS the Purchaser desires to purchase, accept and assume from the Vendor, all of the Vendor's right, title, interest and obligation in and to the Purchased Assets and Assumed Liabilities (each as hereinafter defined), subject to and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the “**Parties**”, and each, a “**Party**”) hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, capitalized terms not otherwise defined herein shall have the following meanings:

“**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 shall be 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 or otherwise; and the term “**controlled**” shall have a similar meaning.

“Agreement” means this asset purchase agreement, as may be amended and restated from time to time in accordance with the terms hereof.

“Applicable Law” means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such person, property or circumstance.

“Approval Order” has the meaning given to it in the recitals.

“Assigned Contracts” means those Contracts set out and listed in Schedule “C”. For certainty, the Assigned Contracts do not include the Excluded Contracts.

“Assignment and Assumption Agreement” means an assignment and assumption agreement, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of the Vendor’s rights, benefits, interests and obligations in, to and under the Assigned Contracts and the assumption by the Purchaser of all of the Assumed Liabilities.

“Assignment Order” means an Order of the Court issued in form and substance satisfactory to the Parties, each acting reasonably, assigning to the Purchaser the Vendor’s right, benefit and interest in and to any of the Assigned Contracts for which any necessary consent to assign has not been obtained, in form and substance satisfactory to the Parties, acting reasonably.

“Assumed Liabilities” means: (a) Liabilities specifically and expressly designated by the Purchaser as assumed Liabilities in Schedule “D”; (b) all Liabilities relating to the Purchased Assets arising on or after the Closing Time; (c) all Assumed Environmental Liabilities; and (d) all Liabilities which relate to the Assigned Contracts, and in the case of (a), (b) and (d) solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing. For certainty, the Assumed Liabilities do not include the Excluded Liabilities.

“Assumed Environmental Liabilities” has the meaning set out in Section 9.1(a).

“Authorization” means any authorization, approval, consent, concession, exemption, licence, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.

“Bill of Sale” means a general conveyance and bill of sale, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of the Vendor’s rights, benefits, and interests in, to and under the Purchased Assets.

“Books and Records” means the Vendor's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), which are in the possession of the Vendor (if any) and are materially relevant to the Assigned Contracts or the Purchased Assets.

“Business Day” means a day on which banks are open for business in Calgary, Alberta, but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta.

“Casualty” has the meaning set out in Section 4.6;

“Cash Purchase Price” has the meaning set out in Section 3.2(b).

“Claims” means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, arbitrations, information or other similar processes, assessments or reassessments, judgments, debts, indebtedness, liabilities, obligations, guarantees, warranties, expenses, costs, damages or losses, contingent or otherwise (whether contractual, statutory, or otherwise), 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 equity and whether arising by subrogation, set-off, right of indemnification or otherwise), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing and any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.

“Closing” means the completion of the Transaction confirmed by issuance of the Receiver’s Certificate.

“Closing Date” means, subject to the terms hereof, the date that is the later of (a) June 26, 2025; or (b) such other date as the Parties may agree to in writing from time to time.

“Closing Time” means 12:01 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“Contracts” means all pending and executory contracts, agreements, leases, deeds, mortgages, licences, instruments, notes, commitments, undertakings, indentures, joint ventures, understandings, arrangements and all other legally binding arrangements (whether oral or written) to which the Vendor is a party or by which the Vendor is bound or in which the Vendor has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

“Court” has the meaning set out in the recitals hereto.

“Cure Costs” means (a) with respect to any Assigned Contract for which a required consent to assignment has not been obtained and is to be assigned to the Purchaser in accordance with the terms of the Assignment Order, the amounts, if any, required to be paid to remedy all of the Vendor’s monetary defaults existing as at the Closing Date under the applicable Assigned Contract (or such other amounts as may be agreed by the Purchaser and the counterparty to the Assigned Contract, but not more than the monetary defaults); and (b) with respect to any Assigned Contract to be assigned on consent, where consent is required, the amount, if any, required to be paid to a counterparty to secure its consent to the assignment of the applicable Assigned Contract by any of the Vendor to the Purchaser (which amount shall be set out on the form of contractual consent agreed to by the Vendor and the counterparty to such Assigned Contract and approved by the Receiver, provided that such amount shall not be more than the monetary defaults under such contract).

“Debtor” has the meaning set out in the recitals hereto.

“Deposit” has the meaning set out in Section 3.3(a).

“Effective Date” has the meaning set out in the preamble hereto.

“Encumbrance” means any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any security interest, lien, Claim, charge, right of retention, deemed trust, judgment, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of creating a security interest in, against or affecting the Purchased Assets (including any conditional sale or title retention agreement, or any capital or financing lease).

“Environmental Laws” has the meaning set out in Section 9.1(b).

“Environmental Liabilities” has the meaning set out in Section 9.1(c).

“ETA” means the *Excise Tax Act*, RSC 1985, c E-15 and the regulations thereunder.

“Excluded Assets” means all of Vendor's right, title and interest in the properties, rights, assets and undertakings that are not identified as Purchased Assets.

“Excluded Contracts” means all Contracts that are not identified as Assigned Contracts.

“Excluded Liabilities” means all Liabilities 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 arising by subrogation, set-off, right of indemnification or otherwise) of or against the Vendor that are not Assumed Liabilities.

“Governmental Authority” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

“GST” means the goods and services tax and harmonized sales tax imposed under Part IX of the ETA, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

“Interim Period” means the period between the date of this Agreement and the Closing Date.

“Lands” means those lands and all improvements and buildings located thereon as described in Schedule “A” attached hereto, including the project located thereon.

“Legal Proceeding” means any litigation, action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave to appeal or review.

“Liability” means, with respect to any Person, any liability 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, legal, beneficial or equitable, present or future, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person, and includes, without limiting the generality of the foregoing, any debt, dues, guarantee, surety, indemnity obligation or other obligation.

“Losses” means all actions, causes of action, losses, costs, Claims, damages, penalties, assessments, charges, expenses, and other liabilities and obligations which a Party suffers, sustains, pays or incurs, including reasonable legal fees and other professional fees and disbursements on a full- indemnity basis.

“Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with 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, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

“Outside Date” means June 30, 2025, or such earlier or later date as the Parties may agree upon in writing

“Parties” has the meaning set out in the recitals hereto.

“Party” has the meaning set out in the recitals hereto.

“Permitted Encumbrances” means the following Encumbrances in respect of the Purchased Assets:

- (a) the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other Person and any implied conditions set out in the *Law of Property Act* (Alberta) as amended, replaced or restated from time to time or any other similar Applicable Law;
- (b) encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business;
- (c) all rights reserved to or vested in any Governmental Authority pursuant to Applicable Law to control or regulate the Purchased Assets in any manner, including any unregistered, undetermined or inchoate liens, levies or claims in favour of the Crown, any province or municipality or any other Governmental Authority;
- (d) rights of expropriation, access or use or any similar right conferred or reserved by any Applicable Law;
- (e) applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, utility agreements, airport zoning regulations, cost sharing reciprocal agreements and building and zoning restrictions and other similar agreements;

- (f) any easements, servitudes, rights-of-way, licences, agreements, restrictions that run with the land (including, without limitation, easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
- (g) Encumbrances which will be vested out or otherwise discharged at Closing pursuant to the SAVO;
- (h) Encumbrances permitted or created pursuant to the terms of this Agreement;
- (i) the additional Encumbrances listed on Schedule “B”.

“Person” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

“Personal Information” means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, client, customer, supplier or natural person who is a natural person or a natural person who is a shareholder or employee of the Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.

“Property” has the meaning set out in the recitals hereto.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchased Assets” means all of Vendor's right, title and interest, if any, in and to the Lands and the properties, rights, assets and undertakings listed in Schedule “A”. For certainty, the Purchased Assets do not include the Excluded Assets.

“Purchaser” has the meaning set out in the preamble hereto.

“Receiver” has the meaning set out in the recitals hereto.

“Receiver’s Certificate” means the Receiver’s certificate, in substantially the form appended to the SAVO, that confirms Closing has occurred.

“Receivership Order” has the meaning set out in the recitals hereto.

“Representative” means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates.

“Sanctions” has the meaning set out in Section 7.2(i).

“Sanctioned Person” has the meaning set out in Section 7.2(i).

“Sales Agent” means Avison Young Commercial Real Estate Services, LP, represented by David Jantzie.

“SAVO” means an order by the Court, in substantially the same form as the Alberta Template Approval and Vesting Order, among other things, authorizing, approving and confirming this

Agreement and the Transaction in accordance with the terms and conditions contained herein, and vesting in the Purchaser (or as it may direct) all the right, title, interest and obligation of the Vendor in and to the Purchased Assets, free and clear from all Encumbrances other than the Permitted Encumbrances and Assumed Liabilities.

“**Taxes**” means, with respect to any Person, all national, federal, provincial, local or other taxes, 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, and includes, without limitation, property taxes, income taxes, branch taxes, profit taxes, capital gains taxes, gross receipt taxes, windfall profit taxes, value added taxes, severance taxes, ad valorem taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, transmission fees, withholding or similar taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/PST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority.

“**Third Party**” means any Person who is not a Party.

“**Transaction**” means all of the Transaction contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Assets.

“**Transaction Taxes**” means all applicable Taxes, including any applicable GST/PST/HST, payable upon or in connection with the Transaction contemplated by this Agreement and any filing, registration, recording, transfer or transmission fees payable in connection with the instruments of transfer provided for in this Agreement.

“**Vendor**” has the meaning set out in the preamble hereto.

“**Vendor’s Solicitors**” means MLT Aikins LLP.

1.1 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.2 General Construction

The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular section hereof. The expression “Section” or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings and the term “third party” means any other Person other than the Vendor, Receiver, or the Purchaser, or any Affiliates thereof.

1.4 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.5 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.6 Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

| | | |
|---------------------|---|------------------------|
| <u>Schedule "A"</u> | - | Purchased Assets |
| <u>Schedule "B"</u> | - | Permitted Encumbrances |
| <u>Schedule "C"</u> | - | Assigned Contracts |
| <u>Schedule "D"</u> | - | Assumed Liabilities |

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

1.7 Interpretation if Closing Does Not Occur

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Assets and assumed the Assumed Liabilities shall be construed as having been contingent upon Closing having occurred.

ARTICLE 2 PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Assets

Subject to the terms and conditions of this Agreement, effective as of the Closing Time, the Vendor shall sell, assign and transfer the Purchased Assets and Assumed Liabilities to the Purchaser, and the Purchaser shall purchase, accept, assume and receive from the Vendor, all of the Purchased Assets and Assumed Liabilities. For certainty, the Purchased Assets: (a) shall be free and clear of all Encumbrances that are not Permitted Encumbrances or Assumed Liabilities; and (b) do not include the Excluded Assets.

2.2 Assumption of Assumed Liabilities

At the Closing Time, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the Assumed Liabilities. Notwithstanding any other provision of this

Agreement, the Purchaser shall not assume any Liabilities hereunder other than the Assumed Liabilities, except as required under Applicable Law.

2.3 Assignment of Contracts

- (a) Cure Costs. To the extent that any Cure Costs are payable with respect to any Assigned Contract, the Purchaser shall: (i) where such Assigned Contract is assigned pursuant to an Assignment Order, pay all such Cure Costs in accordance with the Assignment Order; and (ii) where such Assigned Contract is not assigned pursuant to an Assignment Order, pay all such Cure Costs in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty. The Cure Costs as paid by the Purchaser shall be in addition to the Cash Purchase Price received by the Vendor for the Purchased Assets.
- (b) Assignment. At the Closing Time, on and subject to the terms and conditions of this Agreement (including Section 2.3(c) below), the SAVO and the Assignment Order (if applicable), all of the Vendor's rights, benefits, interests and obligations in, to and under the Assigned Contracts shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (c) Where Consent Required. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract to the extent such Assigned Contract is not assignable under Applicable Law, or the terms of the applicable Assigned Contract provide that it is not assignable without the consent of another Person, unless such consent has been obtained or the assignment is subject to an Assignment Order.
- (d) No Adjustment. For greater certainty, if the consent of any Person is required to assign an Assigned Contract, but such consent is not obtained prior to Closing and such Contract is not assigned pursuant to an Assignment Order, such Contract shall not form part of the Assigned Contracts and: (i) neither Party shall be considered to be in breach of this Agreement; (ii) the failure to assign or otherwise transfer such Assigned Contract shall not be a condition to Closing; (iii) the Purchase Price shall not be subject to any adjustment; and (iv) the Closing shall not be delayed.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

- (a) The purchase price payable by the Purchaser for the Purchased Assets shall be [REDACTED], subject to adjustment as provided in this Agreement (the "**Purchase Price**"). For certainty, the Purchase Price shall be exclusive of applicable Taxes, including Transaction Taxes.
- (b) The Purchase Price shall be adjusted to proportionally allocate between the Parties all Taxes, local improvement charges, utilities, interest and other adjustments in accordance with Section 3.6 of this Agreement.
- (c) The adjustments shall be for the Vendor's account as to both revenue, if any, and expenses up to 12:01 a.m. on the Closing Date, and thereafter for the Purchaser's account.
- (d) The Purchase Price shall be exclusive of the Cure Costs and the adjustment specified in Section 3.6 of this Agreement.

3.2 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price, at the Closing Time, in accordance with the following:

- (a) Deposit. The Deposit shall be credited against the Purchase Price at Closing.
- (b) Cash Purchase Price. An amount equal to the remaining Purchase Price less the Deposit, plus any Transaction Taxes (the “**Cash Purchase Price**”), as adjusted pursuant to Section 3.6, shall be paid by the Purchaser to the Vendor via certified cheque, bank draft or wire transfer or immediately available funds at the Closing Time.
- (c) Cure Costs. The Cure Costs shall be paid by the Purchaser to the Receiver for distribution to the applicable counterparties at Closing.
- (d) Assumed Liabilities. An amount equal to the amount of the Assumed Liabilities which the Purchaser shall assume on the Closing Date, and which shall be satisfied by the Purchaser becoming liable for and performing the Assumed Liabilities.

3.3 Deposit

- (a) The Purchaser shall pay a non-refundable deposit to the Vendor’s Solicitors, in trust for the Vendor, within three (3) Business Days of the Effective Date in the amount of [REDACTED] (the “**Deposit**”), by wire transfer of immediately available funds to a trust account specified by the Vendor.
- (b) If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing.
- (c) If this Agreement is terminated:
 - (i) pursuant to Sections 6.1, 6.2 or 8.1(b), then notwithstanding anything to the contrary herein, the Deposit (or portion thereof received by the Vendor at the time) shall be returned to the Purchaser; or
 - (ii) for any other reason, the Deposit shall be forfeited by the Purchaser and retained by the Vendor; and
 - (iii) in the event of termination of this Agreement pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit (or portion thereof received by the Vendor at the time) constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Losses as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit (or portion thereof received by the Vendor at the time) as a result of Closing not occurring. The Purchaser hereby waives any Claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

3.4 Allocation of the Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price to the Purchased Assets held by the Vendor for tax purposes in a manner to be agreed to by the Parties, each acting reasonably, at least three

(3) days before Closing, and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

3.5 GST Indemnity.

If available and requested by the Purchaser on Closing, the Purchaser shall GST indemnity and acknowledgement to have the sale of the Purchased Assets take place on a GST-deferred basis. The Purchaser shall file the elections in the manner and within the time prescribed by the relevant legislation.

3.6 Adjustments

- (a) Adjustments for the Purchased Assets and Assigned Contracts shall be made as of the Closing Time and the Purchase Price will be adjusted accordingly. Except as otherwise provided in this Agreement, the Vendor will be responsible for all expenses and will be entitled to all revenues accrued with respect to the Purchased Assets and Assigned Contracts for the period ending on the Closing Time and, for the period from and including the Closing Time, the Purchaser will be responsible for all expenses and will be entitled to all revenues accruing with respect to the Purchased Assets and Assigned Contracts. For certainty, all real property taxes and local improvement levies that are not being recovered under the Assigned Contracts, shall be adjusted as at the Closing Date for the calendar year of sale.
- (b) A Statement of Adjustments will be delivered to the Purchaser by the Vendor at least three (3) Business Days prior to the Closing Date and shall have annexed to it details of the calculations used to arrive at all debits and credits on the Statement of Adjustments. The Vendor will give the Purchaser and its representatives copies of all working papers and back-up materials (where available) requested by the Purchaser in writing, acting reasonably, in order to verify the Statement of Adjustments.

ARTICLE 4 COVENANTS

4.1 Closing Date

- (a) The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing.
- (b) Each of the Parties shall, as promptly as possible, make, or cause to be made, all filings and submissions, as applicable, required under any Applicable Law to effect the Closing.

4.2 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the SAVO), the Vendor shall, unless consented to by the Purchaser, continue to maintain the Property and operations of the Vendor in substantially the same manner as conducted on the Effective Date and in compliance with Applicable Laws in all material respects.

4.3 Access During Interim Period

During the Interim Period, the Vendor shall, subject to any confidentiality, privacy or safety restrictions, give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal

business hours to the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Purchased Assets as the Purchaser reasonably deems necessary or desirable to further familiarize itself with the Purchased Assets. 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 which are included in the data room; and (b) the Purchaser and its representatives shall, with the prior written consent of the Receiver, be permitted to contact and discuss the Transaction contemplated herein with Governmental Authorities and the Vendor's contractual counterparties. Such investigations, inspections, surveys and tests must be non-invasive and shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Vendor's operations and the Vendor shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests 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.

4.4 Assigned Contracts

- (a) The Purchaser, with the Vendor's consent, will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contracts. The Vendor will provide its reasonable cooperation to assist the Purchaser to obtain such consents, including providing financial and other information of the Vendor requested by the Purchaser or party to such Assigned Contract. For certainty, the Purchaser will be responsible for all Cure Costs in respect of any Assigned Contracts.
- (b) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any non-assignable rights or any Contracts for which any requisite consent or approval has not been obtained or which as a matter of Applicable Law or by its terms is not assignable.

4.5 Insurance Matters

Until Closing, the Vendor shall keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice of the Vendor and the Vendor in the ordinary course of business.

4.6 Risk of Loss

The Purchased Assets shall be at the risk of the Vendor until Closing. If, between the date hereof and Closing, any of the Purchased Assets are destroyed, lost or materially damaged (each a “**Casualty**”), the Purchaser shall still complete the purchase of the Purchased Assets on an “as is, where is” basis without any adjustment to the Purchase Price payable hereunder and take an assignment from the Vendor of all insurance proceeds payable to the Vendor in respect of the Casualty. For greater certainty, in no event shall the aggregate total of the insurance proceeds assigned to the Purchaser in accordance with this Section and the fair market value of Purchased Assets exceed the Purchase Price.

4.7 Indemnity

The Purchaser hereby indemnifies the Vendor, the Receiver (in its personal and corporate capacity), the Sales Agent and their respective representatives, and saves them fully harmless against, and will reimburse or compensate them for, any Losses arising from, in connection with or related in any manner whatsoever to:

- (a) any Transaction Taxes (including penalties and interest) which may be assessed against the Vendor, including, notwithstanding anything to the contrary in this Agreement, any Taxes

which may be assessed against any of the Vendor pursuant to Section 3.5 as a result of the Purchaser's ineligibility or failure to file the appropriate documents within the prescribed time;

- (b) the Purchaser's access in accordance with Section 4.3; and
- (c) the Purchaser's failure to pay when due and failure to perform and discharge the Assumed Liabilities (including the Assumed Environmental Liabilities) in accordance with their terms.

4.8 Personal Information Privacy

The Purchaser shall at all times comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor and Receiver under this Agreement. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Purchased Assets as contemplated in this Agreement and completing the Transaction contemplated in this Agreement. The Purchaser shall safeguard all Personal Information collected from the Vendor and/or the Receiver in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Assets is not completed for any reason and shall return all Personal Information to the Vendor or destroy such Personal Information at the Vendor's request.

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

5.2 Vendor Closing Deliveries

At or before the Closing Time, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- (a) the Purchased Assets, with delivery to occur *in situ* wherever such Purchased Assets are located at the Closing Time;
- (b) a copy of the SAVO;
- (c) a copy of any Assignment Order, if applicable, in respect of any Assigned Contracts for which consents to assignment were required but not obtained;
- (d) a statement of adjustment for the Purchased Assets in accordance with Section 3.6;
- (e) the Bill of Sale, duly executed by the Vendor;
- (f) the Assignment and Assumption Agreement, duly executed by the Vendor;

- (g) all keys to the common areas of buildings located on the property included in the Purchased Assets;
- (h) the GST indemnity and acknowledgement, if applicable;
- (i) bring-down certificate executed by a senior officer of the Vendor (without personal or corporate liability) dated as of the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, certifying that: (i) all of the representations and warranties of the Vendor hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date; and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Vendor at or prior to Closing have been complied with or performed by the Vendor in all material respects; and
- (j) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor or Receiver, as applicable, the following:

- (a) the Cash Purchase Price referred to in Section 3.2(b), including the payment of all Transaction Taxes (if any) required to be paid on Closing, which shall be paid to the Receiver in trust;
- (b) the Bill of Sale, duly executed by the Purchaser;
- (c) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (d) the Cure Costs referred to in Section 3.2(c);
- (e) bring-down certificate executed by a senior officer of the Purchaser (without personal liability) dated as of the Closing Date, in form and substance satisfactory to the Vendor, acting reasonably, certifying that: (i) all of the representations and warranties of the Purchaser hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date; and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects;
- (f) the election referred to in Section 3.5 of this Agreement, if applicable;
- (g) proof the Purchaser is a GST Registrant under the ETA as of the Closing Date;
- (h) if the Purchaser is obtaining financing to finance the Transaction, proof of commitment of title insurance for the full value of the Purchased Assets; and,
- (i) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.4 Possession

The Vendor shall provide and the Purchaser will have possession of the Purchased Assets on the Closing Date, free from all Encumbrances, except for the Permitted Encumbrances. The Vendor shall deliver to the Purchaser on the Closing Date any keys, combinations, codes and other similar such items and information relating to the Purchased Assets, if any.

5.5 Title Insurance

In the event that the Purchaser requires financing to satisfy all or part of the Purchase Price, the Purchaser shall obtain title insurance coverage with a reputable title insurance provider in order to allow for the unconditional release of the Purchase Price on the Closing Date, notwithstanding that the transfer of the title of the Lands to the Purchaser may not be reflected in the land titles registry as at such date. The Vendor shall use commercially reasonable efforts to assist the Purchaser in obtaining such title insurance coverage. Notwithstanding the foregoing, the cost of obtaining any title insurance in connection with the purchase of the Purchased Assets shall be at the sole cost of the Purchaser.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Mutual Conditions of Closing

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) SAVO. The Court shall have pronounced the SAVO, which SAVO shall not have been stayed, set aside, or vacated and no Legal Proceeding shall have been commenced by a party with standing to appeal same which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Assignment Order. The Court shall, if applicable, have pronounced the Assignment Order, which Assignment Order shall not have been stayed, set aside, or vacated and no Legal Proceeding shall have been commenced by a party with standing to appeal same which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (c) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority (other than the Court or other court with standing) or otherwise in effect that restrains or prohibits the completion of the Transaction.
- (d) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority (other than the Court or other court with standing) to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

The foregoing conditions are for the mutual benefit of the Parties and may not be waived. If any condition set out in this Section 6.1 is not satisfied or performed on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

6.2 Purchaser's Conditions of Closing

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Vendor's Deliverables. The Vendor 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 5.2.
- (b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or Transaction specifically contemplated by this Agreement, each of the representations and warranties contained in Section 7.1 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.
- (c) No Breach of Covenants. The Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.2 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. In the event any condition set out in this Section 6.2 is not satisfied or performed by the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate the Agreement.

6.3 Vendor's Conditions of Closing

The obligation of the Vendor to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor or Receiver, as applicable, at the Closing all the documents and payments contemplated in Section 5.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 7.2 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.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 6.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in this Section 6.3 is not satisfied or performed by the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

6.4 Receiver's Certificate

Upon issuance of the executed Receiver's Certificate, in substantially the form appended to the SAVO, the Transaction contemplated herein shall be deemed to be closed. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that the Receiver shall be entitled to deliver to the Purchaser, and file with the Court, the executed Receiver's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in

favour of such Party have been satisfied or waived, and the Receiver shall have no Liability to the Parties in connection therewith.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to and in favour of the Purchaser as of the date hereof and as of the Closing Time, and acknowledges that, the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Authority. Subject to Court approval of this Agreement, it has the authority to sell the Purchased Assets to the Purchaser on the terms and conditions of this Agreement.
- (b) Residency. The Vendor is not a non resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).

7.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor as of the date hereof and as of the Closing Time, and acknowledges that, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a corporation incorporated and existing under the Province of Alberta as of the date hereof, is in good standing under such act and has the 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 do 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 constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the SAVO and the Assignment Order.
- (e) Proceedings. There are no Legal Proceedings pending, or to the knowledge of the Purchaser, threatened against the Purchaser, before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) Funding Available. The Purchaser has available sufficient funding, or has arranged sufficient financing, to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's

obligations under this Agreement. For certainty, such funding shall not be conditional on either: (i) title to the Purchased Assets being transferred to the Purchaser or other third party prior to the Purchase Price being advanced to the Vendor and the Receiver's Certificate being issued; and (ii) security being registered against the Purchased Assets prior to Closing.

- (g) Excise Tax Act. The Purchaser is, or will at Closing be, registered under Part IX of the *Excise Tax Act* (Canada).
- (h) Residency. The Purchaser is not a non-Canadian person within the meaning of the *Investment Canada Act* (Canada) or a non resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).
- (i) No Sanctions. None of the Purchaser, any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, agent, employee, Affiliate or representative of the Purchaser or any of its subsidiaries is, or is controlled or 50% or more owned by or is acting on behalf of, an individual or entity (a “**Sanctioned Person**”) currently the subject of applicable economic sanctions including those administered or enforced by the government of Canada, the United States of America, or the United Kingdom (collectively, “**Sanctions**”). None of the Purchaser or any of its subsidiaries is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the Purchaser's knowledge, neither it nor any of its subsidiaries has engaged in any dealings or Transaction with or for the benefit of a Sanctioned Person. The Purchaser has procedures and policies in place designed to ensure compliance with Sanctions.

7.3 “As is, Where is”

- (a) Except as contemplated in Section 7.1, the Purchaser acknowledges and agrees that it is purchasing the Purchased Assets and assuming the Assumed Liabilities on an “as is, where is” basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets, Assumed Liabilities and all other relevant matters and has determined to proceed with the Transaction contemplated herein and will accept the same at the Closing Time in their then current state, condition, location, and amounts, subject to all Permitted Encumbrances.
- (b) Except as otherwise expressly provided in Section 7.1, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (Alberta) or any other Canadian (including federal, provincial or municipal) or international acts which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by the Vendor or the Receiver including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical, financial and environmental condition), use or zoning, occupancy or habitability, suitability for development, permitting, eligibility for permitting, existence of any parts or components, latent or known defects, state of repair or lack of repair, any regulatory approvals or authorizations needed to complete the purchase of the Purchased Assets, suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that neither the Vendor

or the Receiver has made any representation, warranty or covenant that any of the Purchased Assets are or can be made operational within a specified time frame or will achieve any particular result, level of service, use, production capacity or actual production if made operational. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets and assume the Assumed Liabilities pursuant to this Agreement.

- (c) The description of the Purchased Assets and Assumed Liabilities contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the Vendor. Except as otherwise explicitly set forth in Section 7.1 no representation, warranty or condition has been given by the Vendor or the Receiver concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Vendor or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Vendor.
- (d) Any documents, materials and information provided by the Vendor or Receiver to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Vendor and/or Receiver have not made and are not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Vendor and/or Receiver and their respective Affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information. The Purchaser further acknowledges that the use of the documents may not be possible without the Purchaser obtaining reliance or other assurances from the author of such documents directly and further that the documents may be subject to copyright or other property rights which may preclude their use by the Purchaser in whole or in part.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated prior to the Closing Date:

- (a) by the Vendor upon written notice to the Purchaser if:
 - (i) the Closing has not occurred by the Outside Date; or
 - (ii) the Purchaser has breached any of its obligations under this Agreement and has not cured such breach within five (5) Business Days of receiving notice thereof from Vendor;

provided in each case that the failure to close, as applicable, is not caused by a breach of this Agreement by the Vendor; or

- (b) by the Purchaser upon written notice to the Vendor if: (i) the Closing has not occurred by the Outside Date; or (ii) the Vendor has breached any of its obligations under this Agreement and has not cured such breach within five (5) Business Days of receiving notice thereof from Purchaser; provided in each case that the breach or failure to close, as applicable, is not caused or contributed to by a breach of this Agreement by the Purchaser.

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 for the provisions of Sections 3.3 (Deposit), 4.7 (Indemnity), 4.8 (Personal Information Privacy), 10.3 (Public Announcements) and 10.10 (Governing Law) and those provisions of this Agreement that are necessary to survive to give effect to the terms and conditions hereof.

ARTICLE 9 ENVIRONMENTAL MATTERS

9.1 Defined Terms

For the purpose of this Agreement:

- (a) **“Assumed Environmental Liabilities”** means all Environmental Liabilities arising or accruing before, on or after the Closing Date and related to or in connection with the Purchased Assets;
- (b) **“Environmental Laws”** means all statutes, regulations, ordinances, by-laws, and codes, now or hereafter in existence in Canada (whether federal, provincial or municipal) relating to the protection and preservation of the environment, occupational health and safety, transportation of dangerous goods or hazardous substances, including, without limitation, the *Environmental Protection and Enhancement Act* (Alberta), the *Water Act* (Alberta) and the *Oil and Gas Conservation Act* (Alberta), as amended, replaced, or restated from time to time;
- (c) **“Environmental Liabilities”** means all Claims, Losses and Liabilities, damages or expenses (whether accrued, actual, contingent, latent or otherwise), whenever arising, which relate to the Purchased Assets, or arise from or in connection with past, present or future operations in respect thereof or which relate to or are associated with the environment, including, without limitation, Losses and Liabilities related to or arising from:
 - (i) the non-compliance with, the breach of, or any liability under the applicable Environmental Laws;
 - (ii) presence, transportation, storage, use or disposal of toxic or hazardous substances;
 - (iii) release, spill, escape, emission, leak, discharge, migration or dispersal of toxic or hazardous substances; and

- (iv) removal, assessment, monitoring, sampling, response, abatement, clean-up, investigation, reporting of pollution or contamination of, or damage or other adverse effects to the environment,

including, without limitation, liabilities to compensate Third Parties for damages, Losses and Liabilities resulting from the items described in items (i) through (iv) above and, for purposes of this Agreement, “the environment” includes, without limitation, the air, the surface and subsurface of the earth, bodies of water (including, without limitation, rivers, streams, lakes, aquifers, groundwater) and plant and animal life (including humans).

9.2 Assumption of Environmental Liabilities

The Purchaser acknowledges that insofar as the environmental condition of the Purchased Assets is concerned, and without limiting the generality of Section 7.3, it will acquire the Purchased Assets on an “as is, where is” and “without recourse” basis. The Purchaser acknowledges that it has had the opportunity to inspect and assess the environmental condition of the Purchased Assets, including for certainty the Lands, and that it is not relying upon any representation or warranty of the Vendor, its Affiliates or their respective Representatives as to the environmental condition of the Purchased Assets and Environmental Liabilities. The Purchaser further agrees that it shall be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur, as a result of any matter or thing arising out of, resulting from, attributable to or connected with any Assumed Environmental Liabilities. Once Closing has occurred and without limiting the foregoing, the Purchaser shall be solely responsible for all Assumed Environmental Liabilities, hereby releases the Vendor from any Claims the Purchaser may have against the Vendor with respect to all such Assumed Environmental Liabilities, and acknowledges its indemnification obligations described in Section 4.7. The Purchaser and the Vendor acknowledge and agree that the Environmental Liabilities are future costs and obligations associated with ownership of the Purchased Assets that are tied and connected to the ownership of the Purchased Assets such that they are embedded with the Purchased Assets. The Purchaser acknowledges and agrees that these covenants shall survive Closing.

ARTICLE 10 GENERAL

10.1 Access to Books and Records

For a period of six (6) years from the Closing Date or for such longer period as may be reasonably required by the Vendor (or any trustee in bankruptcy of the estate of the Vendor) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendor, including the Receiver) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

10.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:

2627411 Alberta Ltd.
c/o Avison Young Commercial Real Estate Services, LP
2100 Edmonton Tower
10111 – 104 Avenue, Edmonton, AB T5J 0J4

Attention: David St. Cyr
Email: david.stcyr@avisonyoung.com

with a copy (which shall not constitute notice) to:

McLennan Ross
600 McLennan Ross Building
12220 Stony Plain Road, Edmonton, AB T5N 3Y4

Attention: Chuck Russell
Email: chuck.russell@mross.com

(a) in the case of the Vendor, as follows:

Alvarez & Marsal Canada Inc.
Suite 1110, 250 6th Avenue SW
Calgary, AB T2P 3H7
Attention: Stephen Oosterbaan
Email: soosterbaan@alvarezandmarsal.com

with a copy (which shall not constitute notice) to:

MLT Aikins LLP
2100, 222 3rd Ave SW
Calgary, AB T2P 0B4
Attention: Chris Nyberg
Email: cnyberg@mltaikins.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Calgary time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

10.3 Public Announcements

The Vendor and the Receiver shall be entitled to disclose this Agreement to the Court and parties in interest in the Receivership Proceedings and this Agreement may be posted on the Receiver's website maintained

in connection with the Receivership Proceedings at: <https://www.alvarezandmarsal.com/Ogen>. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Vendor or any of its Affiliates under Applicable Laws or stock exchange rules, the Purchaser shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transaction contemplated hereby without the prior consent of the Vendor, which shall not be unreasonably withheld or delayed, provided that in each circumstance the Purchase Price may not be disclosed until after Closing.

10.4 Expenses

The Purchaser acknowledges and agrees that all out-of-pocket expenses of the Purchaser relating to this Agreement or the Transaction, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, and all fees of advisors, brokers or agents, shall be the exclusive responsibility of the Purchaser, regardless of whether the Transaction is consummated, provided that the Vendor shall be responsible for paying the [REDACTED] commission to Avison Young Commercial Real Estate Services, LP.

10.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

10.6 Survival

All representations, warranties and covenants of Vendor contained in this Agreement shall merge and terminate on Closing. Notwithstanding the foregoing, the representations, warranties and covenants of the Purchaser contained herein shall not merge on Closing and shall survive and remain in full force and effect.

10.7 Benefit of Agreement

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

10.8 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements, including specifically the offer to purchase dated March 11, 2025. This Agreement may not be amended or modified in any respect except by written instrument executed by the Receiver and the Purchaser.

10.9 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

10.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the Parties irrevocably attorn to the exclusive jurisdiction of the Court in the Receivership Proceedings, and any appellate courts of the Province of Alberta therefrom.

10.11 Assignment

This Agreement may be assigned by the Purchaser prior to the Closing Date, in whole or in part, without the prior written consent of the Vendor or the Receiver, provided that: (a) such assignee is a related party or subsidiary of the Purchaser; (b) the Purchaser provides prior notice of such assignment to the Vendor and Receiver; and (c) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that: (i) any such assignment shall not relieve the Purchaser of its obligations hereunder; and (ii) the Purchaser and the assignee provide an assignment and assumption agreement to Vendor evidencing same, in form and substance satisfactory to Vendor.

10.12 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

10.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

10.14 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

10.15 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party and made in accordance with the Agreement. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

10.16 Receiver's Capacity

In addition to all of the protections granted to the Receiver under the Receivership Order, Approval Order or any other order of the Court in these Receivership Proceedings, the Purchaser acknowledges and agrees that the neither the Sales Agent or the Receiver, acting in its capacity as court-appointed receiver and not in its corporate or personal capacity, will have any Liability to the Purchaser in connection with this Agreement or the Transaction contemplated herein.

10.17 Post-Closing Wind-up of Receivership Proceedings

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to restrict in any way the rights of the Receiver to distribute any of the assets or otherwise wind up the Receivership Proceedings as it may determine in its sole discretion after the Closing, even if doing so may impair the Vendor's ability to provide or perform any further cooperation, assistance or further assurances as may otherwise be provided under this Agreement.

10.18 Electronic Signatures

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

[Signature Page Follows]

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


ALVAREZ & MARSAL CANADA INC., in
its capacity as court-appointed receiver of
OGEN HOLDINGS LTD., and not in its
personal or corporate capacity

Per: 

Name: Orest Konowalchuk, CPA, CA, CIRP, LIT

Title: Senior Vice President

2627411 ALBERTA LTD.

Per: 
[Tim J Latimer \(Apr 22, 2025 17:41 MDT\)](#)

Name: Tim J Latimer

Title: Director

SCHEDULE "A"

PURCHASED ASSETS

Means all right, title and interest of the Vendor in and to the following:

1. The real property, including all buildings and improvements located thereon, situate in the Province of Alberta legally described as:

PLAN 2007JK
BLOCK 2
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")

2. All machinery, fixtures, appurtenances and equipment presently located at the foregoing real property.

SCHEDULE "B"

PERMITTED ENCUMBRANCES

| REGISTRATION NUMBER | DATE | PARTICULARS |
|---------------------|------------|----------------------------------------------------------------------------------------------------------------------------------|
| 4660JC | 09/12/1964 | UTILITY RIGHT OF WAY GRANTEE - CANADIAN NATIONAL RAILWAY. GRANTEE - CANADIAN PACIFIC RAILWAY. "PORTION DESCRIBED" |
| 771 147 064 | 20/10/1977 | ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS |

SCHEDULE “C”
ASSIGNED CONTRACTS

Nil.

SCHEDULE “D”
ASSUMED LIABILITIES

Nil.

APPENDIX "B"

OGEN Holdings Ltd. and OGEN Ltd. - in Receivership**Summary of Receiver's Fees and Disbursements****October 1, 2024 to March 31, 2025****Invoices subject to Court approval**

| Inv. No. | Period | Fees | Disbursements | Total Fees & Disbursements | GST | Total |
|-----------------|---------------------------------------|-------------------|----------------------|-------------------------------------------|-----------------|-------------------|
| #11 | October 1, 2024 to October 31, 2024 | 24,469.50 | - | 24,469.50 | 1,223.48 | 25,692.98 |
| #12 | November 1, 2024 to November 30, 2024 | 29,792.50 | - | 29,792.50 | 1,489.63 | 31,282.13 |
| #13 | December 1, 2024 to December 31, 2024 | 22,346.00 | 225.00 | 22,571.00 | 1,128.55 | 23,699.55 |
| #14 | January 1, 2025 to February 28, 2025 | 32,334.00 | 50.00 | 32,384.00 | 1,619.20 | 34,003.20 |
| #15 | March 1, 2025 to March 31, 2025 | 11,310.00 | 5.76 | 11,315.76 | 565.79 | 11,881.55 |
| Total | | 120,252.00 | 280.76 | 120,532.76 | 6,026.65 | 126,559.41 |

OGEN Holdings Ltd. and OGEN Ltd. - in Receivership**Summary of Receiver's Counsel's Fees and Disbursements****October 1, 2024 to March 31, 2025****Invoices subject to Court approval**

| Inv. No. | Period | Fees | Disbursements | Total Fees & Disbursements | GST | Total |
|-----------------|---------------------------------------|------------------|----------------------|-------------------------------------------|---------------|------------------|
| #6505233 | October 8, 2024 to October 30, 2024 | 2,837.00 | 3.00 | 2,840.00 | 141.85 | 2,981.85 |
| #6515224 | November 1, 2024 to November 30, 2024 | 2,512.50 | - | 2,512.50 | 125.63 | 2,638.13 |
| #6522363 | December 1, 2024 to December 31, 2024 | 6,122.00 | 119.75 | 6,241.75 | 312.09 | 6,553.84 |
| #6554305 | January 1, 2025 to March 31, 2025 | 500.00 | - | 500.00 | 25.00 | 525.00 |
| Total | | 11,971.50 | 122.75 | 12,094.25 | 604.57 | 12,698.82 |