

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
MUSTANG GP LTD.**

Court File No. 35-2041155

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HARVEST ONTARIO PARTNERS LIMITED PARTNERSHIP**

Court File No. 35-2041157

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
HARVEST POWER MUSTANG GENERATION LTD.**

**FIRST REPORT OF THE PROPOSAL TRUSTEE**

**INTRODUCTION**

1. On September 29, 2015, Harvest Mustang GP Ltd. ("**Mustang GP**"), Harvest Ontario Partners Limited Partnership ("**Harvest Ontario**"), and Harvest Power Mustang Generation Ltd. ("**Mustang Generation**", and collectively, the "**Debtors**") each filed a Notice of Intention to File a Proposal (the "**NOIs**") pursuant to Part III, Division I of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). Deloitte Restructuring Inc. ("**Deloitte**") was named as trustee in the NOIs (the "**Proposal Trustee**"). Attached hereto collectively as **Exhibit "A"** are copies of the Debtors' NOIs and the Certificates of Filing a Notice of Intention to make a Proposal.

**PURPOSE OF REPORT**

2. The purpose of this report, (the "**First Report**") is to provide the Court with an update on the Debtors' proposal proceedings since the Filing Date, report on the Debtors' cash flow projections and to support the Debtors' motion returnable October 19, 2015 for an

order, *inter alia*:

- a. administratively consolidating the Debtors' proposal proceedings;
- b. authorizing the Debtors to enter into an Interim Financing Term Sheet (the "**DIP Term Sheet**") with StormFisher Environmental Ltd. (in this capacity, the "**DIP Lender**"), approving the DIP Term Sheet and granting the DIP Lender a super priority charge on all of the Debtors' property, assets and undertakings as security for all of the Debtors' obligations to the DIP Lender under the DIP Term Sheet;
- c. granting a charge in an amount not to exceed \$150,000 in favour of the Debtors' legal counsel, the Proposal Trustee and its legal counsel (the "**Administration Charge**") to secure payment of their reasonable fees and disbursements;
- d. granting a charge in an amount not to exceed \$2,000,000 in favour of the Debtors' directors and officers (the "**D&O Charge**");
- e. approving the process described herein for the sale and marketing of the Debtors' business and assets (the "**Sale Process**");
- f. approving the agreement of purchase and sale between StormFisher Environmental Ltd. ("**SFE**") and the Debtors (the "**Stalking Horse APA**"); and
- g. granting the Debtors an extension of time to make a proposal to creditors.

#### **TERMS OF REFERENCE**

3. In preparing this report, the Proposal Trustee has relied upon unaudited financial information, other information available to the Proposal Trustee and, where appropriate, the Debtors' books and records and discussions with various parties, (collectively, the "**Information**").
4. Except as described in this First Report:
  - a. The Proposal Trustee has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute

of Chartered Accountants Handbook; and

- b. The Proposal Trustee has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.
5. Future oriented financial information reported or relied on in preparing this report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
6. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

## **BACKGROUND**

7. The Debtors' background, history and the reasons for the commencement of these proceedings are set out in detail in the Affidavit of Wayne H. Davis sworn October 13, 2015 (the "**Davis Affidavit**") in support of the Debtors' motion. The Proposal Trustee has not repeated those details in this First Report except to the extent necessary.
8. Harvest Ontario operates a biogas electricity generation facility in London, Ontario (the "**Plant**") and is the owner of all personal property used in the Plant's operations. Mustang Generation is the registered owner of the property municipally known as 1087 Green Valley Road, London, Ontario on which the Plant is located. A copy of the Debtors' corporate chart is attached as Exhibit B to the Davis Affidavit.
9. The Debtors sell their energy to the Independent Electricity System Operator ("**IESO**") (formerly Ontario Power Generation Inc.) through London Hydro pursuant to a Renewable Energy Standard Offer Program agreement. In addition, the Debtors earn revenues from waste providers for tipping fees and the sale of a fertilizer bi-product.
10. The Debtors are indirect subsidiaries of Harvest Power, Inc. ("**Harvest Power**"), a Delaware corporation that develops, builds, owns, and operates facilities that produce renewable energy and soil enhancement products from discarded organic materials.

## **DEBTORS' FINANCIAL DIFFICULTIES**

11. For the reasons described in the Davis Affidavit, the Plant has never met its production expectations, had negative EBITDA every year since commencing operations and could not reach profitability without significant new investment.
12. Harvest Power and its various subsidiaries had funded the Debtors' working capital by way of unsecured loans.
13. In early 2015, Harvest Power advised the Debtors that they were not prepared to continue to fund their operating losses. In the absence of Harvest Power's continued financial support, the Debtors were unable to continue to carry on business.
14. Until August 2015, Farm Credit Canada ("FCC") was the senior secured creditor of the Debtors pursuant to a credit facility in the principal amount of \$11,000,000. As described in greater detail in the Davis Affidavit, the Debtors defaulted on their obligations to FCC. In February 2015, FCC commenced a process to find a party to acquire its debt and security (the "**FCC Debt and Security**"), with the assistance of the Debtors. FCC's process was terminated in July 2015 with no third parties providing an offer that FCC considered to be acceptable.
15. As a consequence of the foregoing, the Debtors began to consider their alternatives, including commencement of a BIA proposal process and a process for the sale of their business and inquired if FCC was prepared to fund such restructuring process. FCC advised the Debtors that it was not prepared to provide additional financing and instead continued with its process to sell its debt and security.
16. In August 2015, 2478223 Ontario Limited (an indirect subsidiary of Harvest Power) ("**247**") purchased and took assignment of FCC's Debt and Security at a substantial discount pursuant to an Assignment of Debt and Security Interest dated as of August 7, 2015.

## **STORMFISHER AND THE PROPOSAL PROCEEDINGS**

17. The Proposal Trustee understands that StormFisher Ltd. ("**StormFisher**") is a competitor of Harvest Power. An affiliate of StormFisher originally sold the Plant assets to the Debtors. StormFisher and the Harvest Power group have remained in

contact and, as a consequence, StormFisher was aware of the financial difficulties facing the Debtors and had participated in the debt sale process which FCC had run. Shortly after 247 acquired the FCC Debt and Security, 247 was advised by StormFisher that it was interested in purchasing the FCC Debt and Security in the hopes of acquiring the Debtors' business. StormFisher also advised that it was prepared to participate in the Debtors' sale process as a stalking horse bidder and a DIP lender.

18. On September 25, 2015, 247 assigned all of its debt and security to SFE, a subsidiary of StormFisher established for the purpose of purchasing the Debtors' assets. The FCC Debt and Security was purchased by SFE at a substantial discount and included a cash component, a promissory note and a minority equity interest in SFE.
19. On September 29, 2015, the Debtors commenced these proceedings under the BIA for the purpose of conducting a process for the sale of the Debtors' business as a going-concern.

#### **PROPOSED SALES PROCESS AND STALKING HORSE BID**

20. The Debtors, in consultation with the Proposal Trustee, developed a process for the sale and marketing of the Debtors' business and assets. As part of the Sale Process, the Debtors will enter into the Stalking Horse APA with SFE.
21. SFE (in this capacity, the "**Stalking Horse Purchaser**") is prepared to purchase the business and assets of the Debtors on a going-concern basis by way of a partial credit bid pursuant to the terms of the Stalking Horse APA for a purchase price equal to: (i) \$250,000 of the Debtors' total secured obligations to SFE (plus the DIP Loan); (ii) any amounts ranking in priority to SFE's security, including the amounts secured by: (a) the Administration Charge; (b) the D&O Charge; (c) the amount estimated by the Proposal Trustee to be the aggregate fees, disbursements and expenses for the period from and after closing of the transaction for the sale the Debtors' business to the completion of the BIA Proceedings and the discharge of Deloitte Restructuring Inc. as trustee in bankruptcy of estate of the Debtors.
22. The Proposal Trustee understands that SFE is prepared to credit bid up to the entire amount of the pre-filing debt and the DIP Loan under the Stalking Horse APA, if

necessary to acquire the assets of the Debtors. For that reason, the Superior Bid (as defined in the Stalking Horse APA) must be for the full amount owing by the Debtors to SFE together with all priority payables and charges. A copy of the Stalking Horse APA is attached hereto as **Exhibit “B”**.

23. The Proposal Trustee’s counsel, Brown Beattie O’Donovan LLP, has reviewed SFE’s security and provided an opinion that, subject to the standard qualifications contained therein, SFE has a valid and enforceable charge over all of the Debtors’ assets. A copy of the opinion is attached as **Exhibit “C”**.
24. The Proposal Trustee has reviewed the Stalking Horse APA and believes that the Stalking Horse APA and the transaction described therein are reasonable and appropriate in the circumstances. The Stalking Horse APA contains no break fee or payment of the Stalking Horse Bidder’s expenses. The Stalking Horse APA will enhance the value of the Debtors’ assets and benefit the Debtors’ economic community by: (i) establishing a floor price for the Debtors’ assets; (ii) providing assurances to the Debtors’ customers, employees, suppliers and partners that there will likely be an operator for the Debtors’ business; and (iii) maximizing recovery for all of the Debtors’ economic stakeholders.
25. Set out below, are key milestone dates and activities in the Sale Process. All terms not otherwise defined herein, shall have the meaning ascribed to such terms in the Stalking Horse APA.
  - a. The Sale Process will be carried out by the Debtors with the assistance of the Proposal Trustee. The Proposal Trustee has engaged corporate finance professionals within Deloitte to undertake the activities in the Sale Process.
  - b. Sale Process will be commenced immediately following the date of the order approving same (the **“Sale Process Approval Date”**).
  - c. Commencing immediately after the date of the order approving the Sale Process (the **“Sale Process Approval Date”**), the Debtors and the Proposal Trustee will contact prospective purchasers and will provide a teaser summary of the Debtors’ business in order to solicit interest (**“Teaser”**). The Proposal Trustee will obtain

a Non-disclosure Agreement (“**NDA**”) from interested parties who wish to receive a Confidential Information Memorandum (“**CIM**”) and undertake due diligence. Following the execution of an NDA, the Proposal Trustee will provide access to an electronic data room (“**Data Room**”) to prospective purchasers.

- d. At the request of interested parties, the Proposal Trustee will facilitate plant tours and management meetings.
- e. Shortly following the Sale Process Approval Date, the Proposal Trustee will advertise the opportunity in The Globe & Mail – National edition.
- f. Bid deadline for prospective purchasers will be 35 days following the Sale Process Approval Date (the “**Bid Deadline**”). Any qualified bid must be accompanied by a cash deposit of 10% of the purchase price.
- g. The Debtors together with the Proposal Trustee will review all Superior Bids received to determine which Superior Bid it considers to be the most favourable and will then notify the successful party that its Superior Bid has been selected as the winning bid (the “**Winning Bidder**”). Upon the selection of the Winning Bidder, there shall be a binding agreement of purchase and sale between the Winning Bidder and the Debtors.
- h. If one or more Superior Bid is received, the Debtors shall make a motion to the Court within 7 Business Days following the selection of the Winning Bidder (the “**Sale Approval Date**”) for an order approving the agreement of purchase and sale between the Winning Bidder and the Debtors (the “**Winning APA**”) and to vest the Assets in the Winning Bidder.
- i. In the event that a Superior Bid is not received by the Bid Deadline, the Debtors will bring a motion as soon as possible following the Bid Deadline for an order approving the Stalking Horse APA.
- j. Closing of the Winning APA will take place within 1 business day, or such later date as the parties may agree, from the Sale Approval Date.

26. It is the Proposal Trustee's opinion that the Sale Process and the timelines contained therein are fair and reasonable in the circumstances. The only alternative to the Sale Process is an orderly wind-down and liquidation of the Debtors' assets to the detriment of the Debtors' stakeholders.

#### **DEBTORS' CASH FLOW AND THE DIP FACILITY**

27. On October 6, 2015 the Debtors with the assistance of the Proposal Trustee prepared and filed a consolidated cash flow forecast for the time period commencing September 25, 2015 and ending December 25, 2015 (the "**Cash Flow Projection**") with the Official Receiver pursuant to s. 50.4(2)(a) of the BIA. Attached hereto as **Exhibit "D"** is a copy of the Cash Flow Statement and Form 30 Report on Cash Flow Statement by the Person Making the Proposal and Form 29 which contains the Trustee's Report on Cash Flow Statement.
28. In order to facilitate a going-concern sale of its business, the Debtors will continue operating during the proposal proceedings. The Cash Flow Projections demonstrate that the Debtors will require approximately \$865,000 to fund its working capital and the costs of these proceedings, including the cost of the Sale Process until the end of December 2015.
29. SFE, in its capacity as the proposed DIP Lender has offered to make available to the Debtors a debtor-in possession loan in the maximum amount of \$1,000,000 (the "**DIP Facility**") pursuant to the terms of the DIP Term Sheet, substantially in the form attached hereto as **Appendix "E"** in order to fund the cash shortfall anticipated in the Cash Flow Projections.
30. The DIP Facility is a non-revolving credit facility with a total commitment of \$1.0 million and will expire on December 31, 2015. Interest payable under the DIP Facility is 10% per annum, payable monthly. In addition, pursuant to the DIP Term Sheet, the DIP Lender is entitled to receive a one-time fee in the amount of \$20,000 upon the execution of the DIP Term Sheet.
31. As demonstrated by the Cash Flow Projections, in the absence of interim financing, the Debtors will be forced to immediately shut down their operations and commence an orderly wind-down.



32. It is a fundamental term of the DIP Term Sheet that the Court grant an order on terms acceptable to the DIP Lender which, among other things, grants the DIP Lender a charge, which shall rank behind the Administration Charge and the D&O Charge (each as defined below), but in priority to all other claims and encumbrances (the “**DIP Charge**”).
33. In the opinion of the Proposal Trustee, the DIP Term Sheet and the DIP Facility are reasonable in the circumstances. The Proposal Trustee recommends that the Court approve the DIP Term Sheet and grant the DIP Charge

#### **ADMINISTRATION CHARGE AND D&O CHARGE**

34. The Debtors are seeking an Administrative Charge in the amount of \$150,000 pursuant to s.64.2 of the BIA in order to fund the fees and expenses of the Proposal Trustee and its counsel, Brown Beattie O’Donovan LLP as well as the Debtors’ legal counsel, Chaitons LLP, and any other professionals whose services may be retained by the Proposal Trustee in these proceedings (“**Administrative Charge**”).
35. As part of these proceedings, the Debtors are also seeking a charge on their property and assets in favour of their directors and officers in the amount not to exceed \$2,000,000 ranking in priority to all other claims and encumbrances, with the exception of the Administration Charge (the “**D&O Charge**”) as security for the Debtors’ indemnification for possible liabilities that may be incurred by the directors and officers of the Debtors after the filing date, including wages, vacation pay, source deductions and environmental liabilities.
36. The Debtors’ officers and directors have access to an insurance policy obtained by Harvest Power. As a result, the D&O Charge is requested as a supplement in the event the existing policy is not sufficient to cover the potential liabilities the Debtors’ directors and officers may incur in these restructuring proceedings.
37. As discussed in greater detail in the Davis Affidavit, in the event a going concern sale of the Debtors’ business to the Stalking Horse Bidder or another purchaser is not completed, the Debtors will be required to conduct an orderly wind down of the Plant’s operations which may cause substantial environmental issues which need to be

remedied at considerable expense in accordance with Ministry of Environment's guidelines.

### **ADMINISTRATIVE CONSOLIDATION**

38. As statutorily required, the Debtors each filed separate NOI's under the BIA.

39. The Debtors are seeking an order of the Court to consolidate the insolvency administration of the three entities into one estate number with the Office of the Superintendent in Bankruptcy. The relief is sought by the Debtors to avoid a multiplicity of proceedings and unnecessary costs and no creditor will be materially prejudiced by the administrative consolidation. The Debtors operate essentially as one integrated entity with all of their administrative, human resource and financial functions performed on a consolidated basis. Mustang GP, as the general partner of Harvest Ontario, is liable for all of Harvest Ontario's obligations. Subject to the exceptions below, Harvest Ontario and Mustang Generation have the same secured creditors and secured obligation.

### **DEBTORS' REQUEST FOR AN EXTENSION**

40. In order to commence and carry out the Sale Process, the Debtors are seeking an extension of the stay of proceedings from October 29, 2015 to December 11, 2015.

41. The Proposal Trustee is satisfied that the Debtors have acted and are acting in good faith and with due diligence in these proceedings to date. If the extension sought is granted, it will allow the Proposal Trustee and the Debtors to commence and advance the Sale Process for the benefit of all of the Debtors' stakeholders. The Proposal Trustee is satisfied that none of the Debtors' creditors will be materially prejudiced by the extension of time sought by the Debtors to make a proposal.

42. In the event an extension is not granted and the Debtors are deemed bankrupt which would be to the detriment of all of its stakeholders, including its customers, employees, suppliers and secured creditors.

## **CONCLUSIONS AND RECOMMENDATIONS**

43. For the reasons set out herein, the Proposal Trustee supports the relief sought by the Debtors as set out in the Debtors' notice of motion and paragraph 2 herein.

All of which is respectfully submitted this 15<sup>th</sup> day of October, 2015.

**DELOITTE RESTRUCTURING INC.**  
in its capacity as the Proposal Trustee under NOI  
filed by Harvest Mustang GP Ltd..  
Harvest Ontario Partners Limited Partnership, and  
Harvest Power Mustang Generation Ltd.



Per:  
Rob Biehler, CPA, CA, CIRP  
Senior Vice President

# TAB A



Industry Canada

Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada

Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 05 - London  
Court No. 35-2041157  
Estate No. 35-2041157

In the Matter of the Notice of Intention to make a  
proposal of:

**Harvest Power Mustang Generation Ltd.**  
Insolvent Person

**DELOITTE RESTRUCTURING INC/RESTRUCTURATION**  
**DELOITTE INC**  
Trustee

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Date of the Notice of Intention: September 29, 2015

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

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Date: September 29, 2015, 14:08

E-File/Dépôt Electronique

Official Receiver

Federal Building - London, 451 Talbot Street, Suite 303, London, Ontario, Canada, N6A5C9, (877)376-9902

**Canada**



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 05 - London  
Court No. 35-2041155  
Estate No. 35-2041155

In the Matter of the Notice of Intention to make a  
proposal of:

Harvest Ontario Partners Limited Partnership  
Insolvent Person  
DELOITTE RESTRUCTURING INC/RESTRUCTURATION  
DELOITTE INC  
Trustee

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Date of the Notice of Intention: September 29, 2015

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 29, 2015, 14:07

E-File/Dépôt Electronique

Official Receiver

Federal Building - London, 451 Talbot Street, Suite 303, London, Ontario, Canada, N6A5C9, (877)376-9902

Canada



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Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 05 - London  
Court No. 35-2041153  
Estate No. 35-2041153

In the Matter of the Notice of Intention to make a  
proposal of:

**Harvest Mustang GP Ltd.**  
Insolvent Person

**DELOITTE RESTRUCTURING INC/RESTRUCTURATION**  
**DELOITTE INC**  
Trustee

---

Date of the Notice of Intention: September 29, 2015

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

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Date: September 29, 2015, 14:06

E-File/Dépôt Electronique

Official Receiver

Federal Building - London, 451 Talbot Street, Suite 303, London, Ontario, Canada, N6A5C9, (877)376-9902

**Canada**

**TAB B**



## ASSET PURCHASE AGREEMENT

This Agreement made this            day of October, 2015.

### BETWEEN:

**HARVEST MUSTANG GP LTD., HARVEST ONTARIO  
PARTNERS LIMITED PARTNERSHIP and HARVEST POWER  
MUSTANG GENERATION LTD.**

(collectively called the "Vendors" and each a "Vendor")

- and -

**STORMFISHER ENVIRONMENTAL LTD.**

(the "Purchaser")

**WHEREAS** each Vendor has filed a notice of intention to make a proposal under the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA Proceedings");

**AND WHEREAS** Deloitte Restructuring Inc. has been appointed as proposal trustee of each Vendor under the BIA Proceedings (the "Trustee");

**AND WHEREAS** the Vendors will bring a motion for the Sales Process Order (as hereinafter defined) to authorize the Vendors to enter into this Agreement and conduct a sales process with respect to the Purchased Assets (as hereinafter defined);

**AND WHEREAS**, subject to the granting of the Approval and Vesting Order (as hereinafter defined), the Vendors have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendors their respective right, title and interest in and to the Purchased Assets in accordance with the terms of this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties) the parties hereto agree as follows:

### **ARTICLE 1** **INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

**"Administrative Charge"** means the charge in favour of the Vendors' Solicitors, the Trustee and the Trustee's solicitors granted by the Court in the BIA Proceedings as security for their respective fees and expenses;

**"Agreement"** means this asset purchase agreement, including all schedules attached hereto and forming part hereof, written amendments and written restatements thereto from time to time;

"**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

"**Approval and Vesting Order**" has the meaning given in Section 4.2;

"**Article**" "**Section**" or "**Schedule**" mean the specified Article, Section of or Schedule to this Agreement and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

"**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;

"**Assumed Contracts**" has the meaning given in Section 2.9;

"**Assumed Obligations**" has the meaning given in Section 2.7;

"**Bid Deadline**" has the meaning set out in Schedule "A" to the Sales Process Order;

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), R.S.C., 1985, c.B-3;

"**BIA Proceedings**" has the meaning given in the recitals above;

"**Books and Records**" means all of the books and records relating to the Purchased Assets, including, without limitation, all personnel files/records relating to all Transferred Employees and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, business reports, projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise, including all data, information and databases stored on computer-related or other electronic media, excluding any of the foregoing as applicable to any Excluded Asset;

"**Business**" means the operation of a biodigester that receives waste for fees and produces biogas that can be converted into electricity sold to the Independent Electricity System Operator (formerly the Ontario Power Authority) and fertilizer;

"**Business Day**" means a day on which banks are open for business in the City of Toronto, but does not include a Saturday, Sunday or statutory holiday recognized in the Province of Ontario;

"**Claims**" means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, and "**Claim**" means any one of them;

"**Closing**" means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement;

"**Closing Date**" means subject to the terms hereof, one (1) Business Day following the date on which the conditions set forth in Article 4 have been satisfied or waived by the appropriate Party or such other date as may be agreed, provided that such Closing Date shall not occur later than November 30, 2015.

"**Closing Time**" has the meaning given in Section 3.1;

**"Contracts"** means the right, title and interest of the respective Vendors to and in all pending and/or executory contracts, agreements, leases and arrangements Related to the Business to or by which any of the Vendors or any of the Purchased Assets or Business is bound or affected;

**"Court"** means the Ontario Superior Court of Justice;

**"D&O Charge"** means the charge in favour of the directors and officers of the Vendors granted by the Court in the BIA Proceedings;

**"DIP Loan"** means the loan by the Purchaser to the Vendors pursuant to the DIP Term Sheet approved by the Court in the BIA Proceedings;

**"DIP Charge"** means the charge in favour of the Purchaser granted by the Court in the BIA Proceedings as security for the Vendor's obligations under the DIP Term Sheet;

**"Effective Time"** means 12:01 a.m. on the Closing Date;

**"Employee"** means an individual who was formerly employed or engaged by the Vendors (or any predecessor of the Vendors) or, as at the Effective Time, is employed or engaged by the Vendors in connection with the Business, and **"Employees"** means every Employee;

**"Employee Liabilities"** means any and all Liabilities having priority over the Purchaser Security (whether by statute, contract, common law or otherwise) owed to any of the Employees, or otherwise arising out of, or resulting from, the relationship between the Vendors (or any predecessor of the Vendors) and any of the Employees, including any Liability arising as a result of such party being deemed to be a successor employer, related employer or otherwise responsible or liable for payment of any amounts owing to, on behalf of, or in respect of, any of the Employees (including, but not limited to, the Transferred Employees), whether pursuant to the *Employment Standards Act* (Ontario), the *Pay Equity Act* (Ontario) or the *Workplace Safety and Insurance Act, 1997* (Ontario). Without limiting the foregoing, Employee Liabilities shall include:

- (a) all salaries, wages, bonuses, commissions, vacation pay, public holiday pay and other compensation relating to the employment of the Employees (including accrued but unpaid vacation pay and any retroactive pay) and all Liabilities under employee benefit plans relating to employment of the Employees; and
- (b) all termination pay, severance pay, damages in lieu of reasonable notice and other related Liabilities (under statute, contract, common law or otherwise) in respect of the termination and/or severance of employment of the Employees.

**"Encumbrances"** means any security interests (whether contractual, statutory, or otherwise), mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, leases, title retention agreements, reservations of ownership, demands, executions, levies, charges, options or other rights to acquire any interest in any assets, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including the Administrative Charge, the DIP Charge and the D&O Charge, and all contracts to create any of the foregoing, or encumbrances of any kind or character whatsoever, other than Permitted Encumbrances;

**"Ereg"** shall have the meaning ascribed thereto in Section 3.5 hereof;

**"Estimated Fees"** has the meaning ascribed thereto in Section 1.1(f)

**"Excluded Assets"** means the following assets of the Vendors excluded from the Purchased Assets: (a) any Contracts that are not Assumed Contracts; (b) Tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Vendors that do not relate exclusively or primarily to any of the Purchased Assets or the Business; (c) any refunds or reassessments for any Taxes paid or payable by the Vendors on or prior to the Closing Date; and (d) any other assets that the Purchaser elects to exclude in writing prior to Closing pursuant to Section 2.5;

**"Governmental Authorities"** means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, and **"Governmental Authority"** means any one of them;

**"HST"** means all of the harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada);

**"Intellectual Property"** means any or all of the following items, wherever located: all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, copyrights and copyright rights, brand names, trade dress, business and product names, domain names, corporate names, logos, slogans, trade secrets, inventions, processes, formulae, industrial models, designs, specifications, data, technology, methodologies, computer programs (including all source code), confidential and proprietary information, whether or not subject to statutory registration, all related technical information, manufacturing, engineering and technical drawings, know how, all pending applications for and registrations of patents, trademarks, service marks and copyrights, including all obligations of third parties relating to the protection of the foregoing, the goodwill associated with the foregoing, and the right to sue for past payment, if any, in connection with any of the foregoing, and all documents, disks and other media on which any of the foregoing is stored, including without limitation;

**"Interim Period"** means the period from and including the date of this Agreement to and including the Closing Date;

**"Inventory and Supplies"** means all items that are held by the Vendors for sale, license, rental, lease or other distribution Related to the Business (and includes all supplies used by the Vendors in the operation of the Business) on hand at Closing;

**"Lands"** means the lands and premises municipally described as 1087 Green Valley Road, London, Ontario and legally described on Schedule "A" attached hereto;

**"Liability"** means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation), including, without limitation, Employee Liabilities and **"Liabilities"** means the plural thereof;

**"Licences and Permits"** means all licences, permits, filings, certificates, authorizations, approvals or indicia of authority Related to the Business or the Purchased Assets or necessary for the operation or use of the Purchased Assets;

**"Parties"** means the Vendors and the Purchaser collectively, and **"Party"** means any one of them;

**"Permitted Encumbrances"** means collectively, (i) all security interests and other interests arising exclusively from the Assumed Contracts and (ii) the Encumbrances listed in Schedule "A";

**"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 Property"** means all of the Vendors' machinery, equipment, furniture, including, without limitation, sound systems, weight scales, artwork, desks, chairs, tables, copiers, telephone lines and numbers, telecopy machines and other telecommunication equipment, cubicles, cabinets, televisions, all computer hardware, including servers, computers and peripherals, printers and miscellaneous office furnishings and supplies, if any, motor vehicles, laptops, cell phones and all other tangible personal property used in the Business, including all property subject to the Assumed Contracts, including the Personal Property set out in Schedule "B" hereto;

**"Prepaid Amounts"** means all prepayments, prepaid charges, deposits, security deposits, sums and fees Related to the Business or in respect of the Purchased Assets;

**"Purchase Price"** has the meaning given in Section 2.2;

**"Purchased Assets"** means collectively, all of the Vendors' right, title and interest in all of the assets, properties and undertakings Related to the Business, including, but not limited to, the following assets:

- (a) the Assumed Contracts;
- (b) the Personal Property;
- (c) the Inventory and Supplies;
- (d) the Receivables;
- (e) the Lands;
- (f) the Intellectual Property;
- (g) the Licenses and Permits;
- (h) the Prepaid Amounts;
- (i) the Books and Records;
- (j) the right to receive insurance recoveries under any insurance policies in existence on the date hereof in respect only of any claims with respect to Purchased Assets;

- (k) the monies on deposit in Bank of Montreal in account numbered 03489788369 in the amount of at least Four Hundred and Five Thousand Dollars (\$405,000.00), which stands as security for the letter of credit issued by BMO to the *Ministry of the Environment* (Ontario);
- (l) all rights and interests under or pursuant to all warranties, representations and guarantees, express implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets or otherwise Related to the Business,
- (m) all goodwill and other intangible assets associated with the Business, including all telephone and facsimile numbers used in Related to the Business; and
- (n) all other property, assets and undertaking of the Vendors used in or relating to the Business of whatsoever nature or kind, including without limitation all property, assets and undertaking of the Vendors located at the Lands,

other than the Excluded Assets.

**"Original Debt"** means collectively, all Liabilities of (i) Harvest Ontario Partners Limited Partnership to Farm Credit Canada pursuant to a Credit Agreement dated May 22, 2012 and (ii) Harvest Power Mustang Generation Ltd. to Farm Credit Canada pursuant to a Guarantee dated June 5, 2012, each as may be amended, restated, supplemented or replaced from to time;

**"Original Security"** means collectively, (i) a Security Agreement dated June 5, 2015 granted by Harvest Ontario Partners Limited Partnership in favour of Farm Credit Canada, (ii) a General Assignment of Material Contracts dated June 5, 2015 granted by Harvest Ontario Partners Limited Partnership in favour of Farm Credit Canada, (iii) a Security Agreement dated February 28, 2012 granted by Harvest Power Mustang Generation Ltd. in favour of Farm Credit Canada, (iv) a Charge/Mortgage of Land in the principal amount of \$11,000,000 granted by Harvest Power Mustang Generation Ltd. in favour of Farm Credit Canada registered against the Lands on February 28, 2012 as Instrument No. ER811453 and (v) an Assignment of Specific Lease or Leases dated June 5, 2012 granted by Harvest Power Mustang Generation Ltd. in favour of Farm Credit Canada registered against the Lands on June 5, 2012 as Instrument No. ER827004, each as may be amended, restated, supplemented or replaced from to time;

**"Purchaser Debt"** means the Original Debt as assigned by Farm Credit Canada to 2478223 Ontario Limited pursuant to an assignment of debt and security interest dated August 7, 2015, and as further assigned by 2478223 Ontario Limited to the Purchaser pursuant to an assignment of debt and security interest dated September 25, 2015;

**"Purchaser Security"** means the Original Security as assigned by Farm Credit Canada to 2478223 Ontario Limited pursuant to an assignment of debt and security interest dated August 7, 2015, and as further assigned by 2478223 Ontario Limited to the Purchaser pursuant to an assignment of debt and security interest dated September 25, 2015;

**"Purchaser's Solicitors"** means Siskinds LLP;

**"Receivables"** means the right, title and interest of the respective Vendors to all accounts receivable, bills receivable, trade accounts, book debts, insurance claims, and choses-in-action, now or hereafter due or owing to any of the Vendors, Related to the Business together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits, attributable to the period prior to Closing;

**"Related to the Business"** means, directly or indirectly, used in, arising from, or relating in any manner to the Business or the Purchased Assets.

**"Sales Process Order"** means an order or orders to be sought from the Court upon terms acceptable to the Parties, each acting reasonably, that alone or in combination, among other things, authorizes the Vendors to enter into this Agreement and to conduct a sales process for the right, title and interest of the respective Vendors to the Purchased Assets and the Excluded Assets;

**"Stalking Horse Bid"** has the meaning ascribed thereto in Section 4.1(a) hereof;

**"Superior Bid(s)"** shall mean an all cash offer or offers by any Person(s) other than the Purchaser or its Affiliates to purchase all or any of the right, title and interest of the respective Vendors to the Purchased Assets, provided that no offer(s) shall qualify as a Superior Bid unless it meets, among other things, the following minimum criteria:

- (a) the offer(s) must be accompanied by a cash deposit which is not less than ten (10%) percent of the purchase price or aggregate purchase prices offered therein;
- (b) the offer(s) must provide for the payout in full in cash of the Purchaser Debt, all Priority Payables and all amounts secured by the Administrative Charge, the D&O Charge and the DIP Charge on Closing;
- (c) the offer(s) must be irrevocable until ten days after the Bid Deadline (as defined in the Sales Process Order) and shall specify that closing shall take place one (1) Business Day after the date of the Winning Bid Approval Order or such later date as the parties may agree;
- (d) the offer(s) must be on terms in the aggregate no less favourable and no more burdensome or conditional than the Stalking Horse Bid;
- (e) except as provided in sub-clause (b) above, the offer(s) must be substantially in the form of the Stalking Horse Bid, with any changes to the offer(s) black-lined against the Stalking Horse Bid;
- (f) the offer(s) must be supported by evidence in writing of (a) liquidity, or (b) committed financing from a lender and on terms and conditions (if any) satisfactory to the Vendors and the Trustee, in their sole discretion, in each case sufficient, in the sole discretion of the Vendors and the Trustee, to close a transaction within the timelines detailed in the Sales Process Order.

**"Taxes"** means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax, including, Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

**"Transferred Employees"** means Employees who have accepted an offer of employment from the Purchaser as of the Closing;

"Trustee" has the meaning given in the recitals above;

"Winning Bidder" has the meaning ascribed thereto in Section 4.1(b) hereof; and

"Vendors' Solicitors" means Chaitons LLP.

## 1.2 Section and Schedule References

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections and Schedules, as applicable, of this Agreement. The Schedules to this Agreement, listed as follows, are an integral part of this Agreement:

<b>Schedule</b>	<b>Description</b>
Schedule "A"	Lands/Permitted Encumbrances
Schedule "B"	Personal Property
Schedule "C"	Purchaser Debt

## ARTICLE 2 PURCHASE AND SALE

### 2.1 Purchase and Sale of Purchased Assets

At the Closing Time, subject to the terms and conditions of this Agreement, the Vendors shall sell and the Purchaser shall purchase the Purchased Assets and the Purchaser shall assume the Assumed Obligations.

### 2.2 Purchase Price

The purchase price payable by the Purchaser to the Vendors (or as it may otherwise direct) for the Purchased Assets shall be equal to the aggregate of the following (the "**Purchase Price**"), which amounts shall be adjusted as of the Closing Date in accordance with the provisions hereof:

- (a) Two Hundred Fifty Thousand (\$250,000) of the Purchaser Debt in respect of amounts secured by the Purchaser Security, which as of October 7, 2015 was \$10,200,316.23, inclusive of principal, interest and costs, the particulars of which are set out in Schedule "C";
- (b) any and all amounts secured by the DIP Charge, without duplication
- (c) any and all amounts secured by the Administrative Charge at Closing, without duplication;
- (d) any and all amounts secured by the D&O Charge incurred during the BIA Proceedings which are not otherwise covered by the Vendors' insurance coverage at Closing, without duplication;
- (e) any and all other amounts and claims which rank in priority to the Purchaser Security on or against the Purchased Assets, if any, including, without limitation, on account of realty



tax arrears, utility arrears and source deductions (collectively, the "**Priority Payables**"); and

- (f) the amount estimated by the Trustee to be the aggregate fees, disbursements and expenses for the period from and after Closing to the completion of the BIA Proceedings and/or the discharge of Deloitte Restructuring Inc. as trustee in bankruptcy of estate of the Vendors (the "**Estimated Fees**"). Should the aggregate of the Estimated Fees be less than the amount so paid, any surplus shall be refunded to the Purchaser no later than thirty (30) days after the later of the completion of the BIA Proceedings and/or the discharge of Deloitte Restructuring Inc. as trustee in bankruptcy of estate of the Vendors;

### **2.3 Satisfaction of Purchase Price**

The Purchaser shall satisfy the Purchase Price as follows:

- (a) by the cancelation of Two Hundred Fifty Thousand Dollars (\$250,000) of the Purchaser Debt, to be credited against the Purchase Price;
- (b) by the cancelation of any and all amounts secured by the DIP Charge on Closing, to be credited against the Purchase Price;
- (c) by payment to the Trustee, in trust, of (i) the Estimated Fees and (ii) any and all amounts secured by the Administrative Charge on Closing by way of a certified cheque, wire transfer or bank draft to be credited against the cash portion the Purchase Price on Closing
- (d) by the assumption of D&O Charge incurred during the BIA Proceedings which are not otherwise covered by the Vendors' insurance coverage on Closing, in either case, to be credited against the Purchase Price; and
- (e) by (i) payment to the Trustee, in trust, of any and all Priority Payables on Closing by way of a certified cheque, wire transfer or bank draft to be credited against the cash portion the Purchase Price on Closing or (ii) the assumption of any and all Priority Payables on Closing, in either case, to be credited against the Purchase Price.

### **2.4 Allocation of Purchase Price**

The Purchase Price shall be allocated among the Purchased Assets in the manner agreed to by the Purchaser and the Vendors (each acting reasonably) prior to the Closing Date and the Purchaser and the Vendors shall report an allocation consistent with such allocation in preparing, determining and reporting their liabilities for Taxes, take no position inconsistent with such allocation in the preparation of their respective financial statements or for any other reason, and, without limitation, shall file their respective Tax returns prepared in accordance with such allocations.

### **2.5 Additional Excluded Assets**

Save and except as otherwise expressly set out herein, the Purchaser may, at its option, exclude any of the Purchased Assets from the transaction contemplated hereby at any time prior to Closing upon delivery of prior written notice to the Vendors, whereupon such assets shall be deemed to form part of the Excluded Assets, provided, however, that there shall be no reduction in the Purchase Price as a result of such exclusion.

## 2.6 Sales and Transfer Taxes; HST and Receivables Elections

- (a) The Purchaser shall be responsible for the payment on Closing of any Taxes that are required to be paid or remitted in connection with the consummation of the transactions contemplated in this Agreement.
- (b) At the Closing, the Vendors and the Purchaser shall, if applicable, jointly execute an election under Section 167 of the *Excise Tax Act* (Canada) to cause the sale of the Purchased Assets to take place on a HST-free basis under Part IX of the *Excise Tax Act* (Canada) and the Purchaser shall file such election with its HST return for the applicable reporting period in which the sale of the Purchased Assets takes place.
- (c) Each Vendor transferring Receivables to the Purchaser and the Purchaser shall execute jointly an election in prescribed form under Section 22 of the *Income Tax Act* (Canada) in respect of the Receivables and shall each file such election with their respective tax returns for their respective taxation years that include the Closing Date.

## 2.7 Assumed Obligations

At Closing, the Purchaser shall assume and be liable for the following (collectively, the "**Assumed Obligations**"):

- (a) the Vendors' Liabilities under any of the Assumed Contracts that arise out of, are incurred, or relate to the period from and after the Closing;
- (b) the Vendors' Liabilities under the D&O Charge incurred during the BIA Proceedings which are not otherwise covered by the Vendors' insurance coverage;
- (c) the Vendors' Liabilities for Priority Payables on Closing, if assumed pursuant to Section 2.3(e);
- (d) all Liabilities and Claims arising or accruing from the use of the Purchased Assets from and after the Closing;
- (e) all Employee Liabilities in respect of any of the Transferred Employees, in each case in respect of the period commencing at the Closing Time;
- (f) all Permitted Encumbrances; and
- (g) all Taxes arising or accruing from and after the Closing from the use of the: (i) Purchased Assets, including, without limitation, HST to be collected and remitted to Canada Revenue Agency when due.

## 2.8 Excluded Liabilities

Except for the Assumed Obligations, the Purchaser is not assuming, and shall not be deemed to have assumed, any Liabilities, Contracts of the Vendors not specifically assumed (collectively, the "**Excluded Liabilities**"), which Excluded Liabilities include, but are not limited to, the following:

- (a) all Liabilities and Claims arising or accruing from the use of the Purchased Assets prior to the Closing;

- (b) all Employee Liabilities that arise out of, or result from the employment or engagement by the Vendors (or any predecessor to the Vendors) of any of the Employees (other than Transferred Employees) (unless otherwise imposed by law) and/or the termination or severance of such engagement or employment; and
- (c) all Encumbrances, other than Permitted Encumbrances.

## **2.9 Assumed Contracts**

Save and except as hereinafter set out, the Purchaser shall give notice to the Vendors in writing, at least five (5) Business Days prior to the Closing Date, of those Contracts that it elects to assume on Closing (which Contracts shall be referred to as the "Assumed Contracts"). This Agreement and any document delivered under this Agreement will not constitute an assignment or an attempted assignment of any Contract contemplated to be assigned to the Purchaser under this Agreement which is not assignable without the consent of a third Person if such consent has not been obtained and such assignment or attempted assignment would constitute a breach of such Contract, in which event, the provisions of Section 2.10 hereof shall govern. The Purchaser shall be responsible for any pre-Closing Liabilities of the Vendors required to be paid by the third Person in order to complete the assignment of any Assumed Contract to the Purchaser.

## **2.10 Assignment of Purchased Assets**

Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an assignment or transfer the Purchased Assets or any right thereunder if an attempted assignment or transfer, without the consent of a third Person, would constitute a breach or in any way adversely affect the rights of the Purchaser hereunder. To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "Rights" and each a "Right") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as otherwise expressly provided in this Agreement, and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an assignment or transfer of such Rights unless and until such approval, consent or waiver has been obtained or an order of the Court is granted under the BIA Proceedings compelling assignment. After the Closing and until all such Rights are transferred to the Purchaser, the Vendors shall:

- (a) hold the Rights as bare trustee for the Purchaser;
- (b) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (c) enforce, at the reasonable request of and at the expense of the Purchaser, any rights of the Vendors arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the Vendors shall, at the request and expense and under the direction of the Purchaser and in consultation with the Trustee, in the name of the Vendors or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the opinion of the Purchaser, acting reasonably, necessary or proper in order that the obligations of the Vendors under such Rights may be performed in such

manner that the value of such Rights is preserved and enures to the benefit of the Purchaser, and that any moneys due and payable and to become due and payable to the Purchaser in and under the Rights are received by the Purchaser. The Vendors shall hold as bare trustee and promptly pay to the Purchaser all moneys collected by or paid to the Vendors in respect of every such Right. To the extent that such approval, consent, waiver or order of the Court has not been obtained by the 90<sup>th</sup> day following the Closing, such Right shall deemed to be an Excluded Asset and the Vendors may terminate any agreement pertaining to such Right. The Purchaser shall indemnify and hold the Vendors harmless from and against any claim or liability under or in respect of such Rights arising because of any action of the Vendors taken in accordance with this Section.

### ARTICLE 3 CLOSING ARRANGEMENTS

#### **3.1 Closing**

Closing shall take place at 10:00 a.m. (the "Closing Time") on the Closing Date at the offices of the Purchaser's Solicitors, or such other time and location as the Parties may agree upon in writing.

#### **3.2 Tender**

Any tender of documents or money under this Agreement may be made upon the Parties or their respective counsel and money may be tendered by official bank draft drawn upon a Canadian chartered bank, by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company, or by wire transfer of immediately available funds to the account specified by that Party.

#### **3.3 Vendors' Closing Deliveries**

At the Closing, the Vendors shall deliver to the Purchaser the following, each in form and substance satisfactory to the Vendors and the Purchaser, acting reasonably:

- (a) if applicable, the elections referred to in Section 2.5;
- (b) a copy of the Approval and Vesting Order and the Trustee's Certificate contemplated thereby;
- (c) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Vendors contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (d) a general conveyance and assumption of liabilities with respect to Purchased Assets and the Assumed Obligations;
- (e) a purchase price allocation agreement;
- (f) a registerable application for vesting order in respect of the transfer of the Lands to the Purchaser; and
- (g) such further and other documentation as is referred to in this Agreement or as the Purchaser or the Purchaser's Solicitors may reasonably require to complete the transactions provided for in this Agreement.

### 3.4 Purchaser's Closing Deliveries

At the Closing, the Purchaser shall deliver to the Vendors the following, each in form and substance satisfactory to the Vendors and the Purchasers, acting reasonably:

- (a) all payments in respect of the amounts referred to in Section 2.3;
- (b) satisfactory evidence of cancelation of Two Hundred and Fifty Thousand Dollars (\$250,000) of the Purchaser Debt;
- (c) satisfactory evidence of cancelation of any and all amounts secured by the DIP Charge;
- (d) a general conveyance and assumption of liabilities with respect to Purchased Assets and the Assumed Obligations;
- (e) a purchase price allocation agreement;
- (f) if applicable, the elections referred to in Section 2.5;
- (g) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date; and
- (h) such further and other documentation as is referred to in this Agreement or as the Vendors or the Vendors' Solicitors may reasonably require to complete the transactions provided for in this Agreement.

**3.5 Electronic Registration.** In the event that a system for electronic registration ("Ereg") is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendors or the Vendor's Solicitors, to complete this transaction using Ereg in accordance with the Law Society of Upper Canada's guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the Law Society of Upper Canada and (ii) the Purchaser's Solicitors will enter into the Vendor's Solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing this transaction provided same are in accordance with Law Society guidelines.

## ARTICLE 4 SALES PROCESS AND CONDITIONS PRECEDENT

### 4.1 Sale Process.

- (a) The Vendors shall bring a motion for the Sales Process Order on or before October [19], 2015. The Sales Process Order shall recognize the Purchase Price as a baseline or "stalking horse bid" (the "Stalking Horse Bid"), and shall also provide for a marketing process of the Purchased Assets by the Vendors with the potential for competitive bidding, to be administered by the Vendors with the assistance of the Trustee. The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether a Superior Bid can be obtained for the Purchased Assets.

- (b) In the event that one or more Persons submit a Superior Bid on or before the Bid Deadline, such Superior Bids shall be considered for acceptance by the Vendors. The Vendors, in consultation with the Trustee, will then review all Superior Bids received to determine which Superior Bid it considers to be the most favourable, and will then notify the successful party that its Superior Bid has been selected as the winning bid (the "**Winning Bidder**"). Upon the selection of the Winning Bidder, there shall be a binding agreement of purchase and sale between the Winning Bidder and the Vendors. The Vendors shall make a motion to the Court, within seven (7) Business Days following the selection of the Winning Bidder, for an order approving the agreement reached with the Winning Bidder and to vest the Purchased Assets in the Winning Bidder (the "**Winning Bid Approval Order**") and, if granted, shall proceed with closing the transaction forthwith.
- (c) Notwithstanding anything contained herein to the contrary, in the event that the Purchaser is not the Winning Bidder, then upon the making of the order by the Court contemplated in subsection 4.1(b) above, this Agreement shall be terminated. If no Superior Bid(s) is received by the Bid Deadline, the Vendors shall forthwith bring a motion to the Court to obtain the Vesting Order and, if granted, shall proceed with completing the transaction contemplated hereby forthwith.

#### **4.2 Approval and Vesting Order**

The Approval and Vesting Order shall approve this Agreement and the transactions contemplated hereby and vest, upon the delivery of the Trustee's Certificate (as defined therein) to the Purchaser, all right, title and interest of the Vendors in and to the Purchased Assets to the Purchaser, free and clear of all Claims and Encumbrances pursuant to the terms and conditions of this Agreement, other than Permitted Encumbrances (the "**Approval and Vesting Order**"). The Approval and Vesting Order shall be substantially in the form of the model order approved by the "Ontario Commercial List Users Committee". The Approval and Vesting Order shall be served upon the necessary parties, and in the time frame, as approved by the Purchaser, acting reasonably.

#### **4.3 Conditions Precedent of the Purchaser**

The Purchaser shall not be obliged to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, in writing, by the Purchaser at any time; and the Vendors agree with the Purchaser to take all such actions, steps and proceedings within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) **Representations and Warranties.** The representations and warranties of the Vendors in Section 5.1 shall be true and correct at the Closing Time;
- (b) **Vendors' Compliance.** The Vendors shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time and shall have executed and delivered to the Purchaser at the Closing Time all the deliveries contemplated in Section 3.3 or elsewhere in this Agreement; and

- (c) **Material Change.** There shall be no material change in (i) the nature or conduct of the Business from that existing on the date of this Agreement or (ii) the nature and extent of the Purchased Assets between the dated of this Agreement.

#### **4.4 Conditions Precedent of the Vendors**

The Vendors shall not be obliged to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Vendors, and may be waived, in whole or in part, in writing by the Vendors at any time; and the Purchaser agrees with the Vendors to take all such actions, steps and proceedings within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) **Representations and Warranties.** The representations and warranties of the Purchaser in Section 5.2 shall be true and correct at the Closing Time; and
- (b) **Purchaser's Compliance.** The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be to be performed by or complied with at or before the Closing Time and shall have executed and delivered to the Vendors at the Closing Time all the deliveries contemplated in Section 3.4 or elsewhere in this Agreement.

#### **4.5 Non-Satisfaction of Conditions**

If any condition precedent set out in this Article 4 is not satisfied or performed prior to the time specified therefor, the Party for whose benefit the condition precedent is inserted may:

- (a) waive compliance with the condition, in whole or in part, in its sole discretion by written notice to the other Party (but may not claim for any matter waived) and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) elect on written notice to the other Party to terminate this Agreement.

#### **4.6 Approval and Vesting Order**

The obligations of the Vendors and the Purchaser hereunder are subject to the mutual conditions that:

- (a) the Purchaser becomes the Winning Bidder.
- (b) the Approval and Vesting Order shall have been made by the Court within 10 days of the Purchaser becoming the Winning Bidder (or such later date agreed upon by the Parties) approving this Agreement and vesting in the Purchaser all the right, title and interest of the Vendors in and to the Purchased Assets free and clear of all Encumbrances, other than Permitted Encumbrances; and
- (c) the Approval and Vesting Order will not have been stayed, varied or vacated and no order will have been issued to restrain or prohibit the completion of the transactions herein contemplated.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendors and the Purchaser and cannot be waived by either Party.

#### **4.7 Condition not Fulfilled**

If any condition in Section 4.6 shall not have been fulfilled on or before November 30, 2015 or such later date agreed upon by the Parties, then the Vendors or the Purchaser, in its sole discretion, may terminate this Agreement by notice to the other Party in which event each Party shall be released from all obligations under this Agreement.

### **ARTICLE 5** **REPRESENTATIONS AND WARRANTIES**

#### **5.1 Representations and Warranties of the Vendors**

As a material inducement to the Purchaser entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Vendors set out in this Section 5.1, the Vendors hereby represent and warrant to the Purchaser as follows:

- (a) **Incorporation and Power.** The Vendors (other than Harvest Ontario Partners Limited Partnership) are corporations duly incorporated under the laws of the jurisdiction of its incorporation and are duly organized, validly subsisting and in good standing under such laws. Harvest Ontario Partners Limited Partnership is a limited partnership duly formed under the laws of the jurisdiction of its formation and is duly organized, validly subsisting and in good standing under such laws.
- (b) **Corporate Power and Authorization.** The Vendors have the requisite power to own its property and assets, including the Purchased Assets, and to carry on the Business as it is currently conducted;
- (c) **Due Authorization.** Subject to the granting of the Approval and Vesting Order, the Vendors have all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by them as contemplated by this Agreement and to carry out their obligations under this Agreement and such other agreements and instruments;
- (d) **Enforceability of Obligations.** Subject to the granting of the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Vendors, enforceable against the Vendors, in accordance with its terms;
- (e) **HST.** Harvest Ontario Partners Limited Partnership and Harvest Power Mustang Generation Ltd. are each registrant under Part IX of the *Excise Tax Act* (Canada) and their Business Number are 80075 0085 RT0001 and 80321 2059 RT0001, respectively. Harvest Power GP Ltd. is not a registrant under Part IX of the *Excise Tax Act* (Canada); and
- (f) **Residency.** Each of the Vendors is not a non-resident within the meaning of section 116 of the *Income Tax Act* (Canada).



## 5.2 Representations and Warranties of the Purchaser

As a material inducement to the Vendors entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Vendors are entering into this Agreement in reliance upon the representations and warranties of the Purchaser set out in this Section 5.2, the Purchaser hereby represents and warrants to the Vendors as follows:

- (a) Incorporation of the Purchaser. The Purchaser is a corporation duly incorporated under the laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such laws;
- (b) Due Authorization. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments;
- (c) Enforceability of Obligations. Subject to the granting of the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser, in accordance with its terms;
- (d) Approvals and Consents. Except as otherwise provided herein, no authorization, consent or approval of or filing with or notice to any Governmental Authority or other Person is required in connection with the execution, delivery or performance of this Agreement by the Purchaser or the purchase of any of the Purchased Assets hereunder;
- (e) HST The Purchaser is a registrant under Part IX of the *Excise Tax Act* (Canada) and its registration number is 803370378 RT 0001; and
- (f) Residency. The Purchaser is not a non-resident within the meaning of section 116 of the *Income Tax Act* (Canada).

## 5.3 Survival of Representations and Warranties

- (a) The representations and warranties of the Vendors contained in Section 5.1 or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive for six (6) months following Closing.
- (b) The representations and warranties of the Purchaser contained in Section 5.2 or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive for six (6) months following Closing.

## 5.4 Acquisition of Assets on "As Is, Where Is" Basis

The Purchaser acknowledges that the Vendors are selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date, subject to the terms of the Approval and Vesting Order. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendors do not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the

Vendors to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations, expressed or implied, pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained in the Schedules hereto is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendors or the Trustee concerning the completeness or accuracy of the description of the Purchased Assets contained in the Schedules hereto. The Purchaser further acknowledges that all written and oral information (including analyses, financial information and projections and studies) obtained by the Purchaser from the Vendors, the Trustee or any of their respective directors, officers, employees, professional consultants or advisors with respect to the Purchased Assets or otherwise relating to the transactions contemplated in this Agreement has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendors shall be under no obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser's responsibility to take possession of the Purchased Assets.

## **ARTICLE 6** **INTERIM PERIOD**

### **6.1 Access**

During the Interim Period and subject to the terms herein, the Purchaser shall have reasonable access to the Purchased Assets during normal business hours and at such other times as agreed to by the Vendors to, among other things, conduct such inspections of the Purchased Assets as it deems appropriate. Such inspection shall only be conducted in the presence of a representative of the Vendors or the Trustee. The Purchaser shall not be provided with access to any of the foregoing to the extent that such access would violate or conflict with:

- (a) any Applicable Law to which the Vendors or any of the Purchased Assets is subject; or
- (b) any agreement, instrument or understanding by which the Vendors are bound.

The Purchaser shall indemnify and hold harmless the Vendors from and against all claims, demands, losses, damages, actions and costs incurred or arising from or in any way related to the inspection of the Purchased Assets by the Purchaser or attendance by the Purchaser at the Lands, save and except for any claims, demands, losses, damages, actions and costs incurred or resulting from the negligence or wilful misconduct of the Vendors.

### **6.2 Risk of Loss**

The Purchased Assets shall remain at the risk of the Vendors, to the extent of its interest, until the Closing and after Closing, the Purchased Assets shall be at the risk of the Purchaser.

### **6.3 Purchaser's Right to Close or Terminate**

In the event that the Purchased Assets shall be damaged prior to Closing, then the Vendors shall advise the Purchaser, in writing, within twenty-four (24) hours of the Vendors learning of same. In the event that the Purchased Assets shall be materially damaged prior to Closing then the Vendors or Purchaser shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the other party and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Parties shall not elect to terminate this Agreement as set out above, then the Transaction

shall be completed and the Purchaser shall be entitled to all proceeds of insurance payable in respect thereof, if any.

**ARTICLE 7**  
**EMPLOYEES**

**7.1 Discussions with Employees**

- (a) Immediately following the execution of this Agreement, the Vendors will provide access to and undertake all reasonable efforts to make available to the Purchaser all individuals who are then Employees of the Vendors for the purpose of permitting the Purchaser to conduct interviews and/or to offer to employ or otherwise engage any of these Employees after the Effective Time on terms substantially similar to their respective terms and conditions of employment with the Vendors existing as of the Closing Date, determines, but any such offer to employ or any expression of interest shall be made subject to (a) confidentiality; (b) the issuance of the Approval and Vesting Order; and (c) Closing.
- (b) The Purchaser shall provide the Vendors and the Trustee with a running list, updated and delivered each Friday during the Interim Period and with a final listing provided two (2) Business Days before Closing, indicating:
  - (i) those Employees to whom offers of employment or expressions of interest have been made;
  - (ii) those Employees who have accepted any such offer; and
  - (iii) those Employees who the Purchaser has determined will not be offered employment with the Purchaser.

**7.2 Employment Offers**

The Purchaser may, in its sole discretion, offer new employment, conditional upon Closing and effective as of the Effective Time, to such of the Employees as determined by the Purchaser, in its sole discretion, on terms and conditions substantially similar to their respective terms and conditions of employment with the Vendors existing as of the Closing Date.

**ARTICLE 8**  
**TERMINATION**

**8.1 Termination by the Parties**

This Agreement may be terminated:

- (a) upon the mutual written agreement of the Vendors and the Purchaser;
- (b) pursuant to Sections 4.5(b) or 4.7 by either Party; and
- (c) pursuant to Sections 4.1(c) or 6.3.

## **8.2 Remedies for Breach of Agreement**

If this Agreement is terminated as a result of any breach of a representation or warranty, or failure to satisfy a covenant or obligation of a Party, the terminating Party's right to pursue all legal remedies with respect to such breach shall survive such termination. For greater certainty, if any order of the Court is made which directly or indirectly results in the termination of this Agreement, then no Party shall have any remedy, legal or otherwise, against the other Party or its property.

## **ARTICLE 9** **POST-CLOSING MATTERS**

### **9.1 Post-Closing Receipts**

If, following the Closing Date, any of the Purchased Assets are paid to or otherwise received by the Vendors, or if any of the Excluded Assets are paid to or otherwise received by the Purchaser, then the Vendors or the Purchaser, as the case may be, shall hold such assets in trust for the other and shall promptly deliver such assets to the Vendors or the Purchaser, as the case may be.

### **9.2 Books and Records**

The Purchaser shall preserve and keep the Books and Records which relate to the Purchased Assets for a period of six years from the Closing Date or for any longer period as may be required by any Applicable Law or Governmental Authority. Upon reasonable advance notice, after the Closing Date, the Purchaser will grant the Vendors and the Trustee (or any of their assigns) and, in the event the Vendors are adjudged bankrupt, any trustee of the estate of any of the Vendors and their respective representatives, reasonable access during normal business hours, to use such Books and Records included in the Purchased Assets, including, without limitation, any personnel files/records of the Transferred Employees relating to the period up to the Closing and any Employees engaged by the Vendors at or in respect of the Purchased Assets up to and including the Closing Date, and computer systems, tapes, disks, records and software acquired as part of the Purchased Assets.

## **ARTICLE 10** **GENERAL CONTRACT PROVISIONS**

### **10.1 Headings and Sections**

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.

### **10.2 Number and Gender**

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

### **10.3 Currency**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian dollars.

#### **10.4 Statute References**

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

#### **10.5 Time Periods**

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

#### **10.6 Consent**

Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

#### **10.7 No Strict Construction**

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, including, without limitation, the doctrine of contra preferentum.

#### **10.8 Entire Agreement**

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties relating to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

#### **10.9 Expenses**

Each Party shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with the transactions contemplated in this Agreement, and the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement.

#### **10.10 Announcements**

Except as required by Applicable Law, all public announcements concerning the transactions provided for in this Agreement or contemplated by this Agreement shall be jointly approved in advance as to form, substance and timing by the Parties after consultation.

## 10.11 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

- (a) in the case of notice to the Vendors at

1087 Green Valley Road  
London, ON N6N 1E4

Attention: Matt Vittiglio  
Fax No.:

with a copy to:

Chaitons LLP  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

Attention: Harvey G. Chaiton  
Fax No.: (416) 218-1849

with a copy to the Trustee:

Deloitte Restructuring Inc.  
1005 Skyview Drive, Suite 200  
Burlington, ON L7P 5B1

Attention: Rob Biehler  
Fax No: (905) 315-6700

with a copy to:

Brown, Beattie, O'Donovan LLP  
1600-380 Wellington St  
London, ON N6A 5B5

Attention: James R. Fisher  
Fax No.: (519) 679 6350

- (b) in the case of a notice to the Purchaser at:

Stormfisher Environmental Ltd.  
680 Waterloo Street  
London, ON N6A 3V8

Attention: Chris Guillon  
Fax No:

with a copy to:

Siskinds LLP  
680 Waterloo Street London, ON N6A 3V8

Attention: Barry Cleaver  
Fax No: (519) 660-7809

Any notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving notice to the other Party in accordance with the provisions of this Section.

#### **10.12 Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns including a receiver or trustee in bankruptcy of the Vendors. Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the above, the Purchaser may at any time assign any of its rights or obligations arising under this Agreement to any Affiliate of the Purchaser and, upon such assignment and completion of the transactions contemplated by this Agreement, the Purchaser shall be released and discharged from all obligations hereunder but not before Closing.

#### **10.13 Third Party Beneficiaries**

Unless where provided to the contrary by the specific terms hereof, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

#### **10.14 Time of the Essence**

Time shall be of the essence in respect of the obligations of the Parties arising prior to Closing under this Agreement.

#### **10.15 Amendment**

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

#### **10.16 Further Assurances**

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before

or after the Closing Date, provided that the reasonable costs and expenses of any actions taken after the Closing Date at the request of a Party shall be the responsibility of the requesting Party.

#### **10.17 Severability**

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

#### **10.18 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario. The Parties consent to the jurisdiction and venue of the Court for the resolution of any disputes under this Agreement.

#### **10.19 Execution and Delivery**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed and delivered either in original or faxed form or by electronic delivery in portable document format (PDF) and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

#### **10.20 Non-Merger**

The representations, warranties and covenants of each Party contained in this Agreement (other than Article 4) will not merge on and will survive the closing of the Transaction and will continue in full force and effect, notwithstanding the closing of the Transaction or any investigation or knowledge acquired by or on behalf of the other Party.

#### **10.21 Independent Legal Representation or Advice**

As this Agreement has been prepared with the assistance of the Vendors' Solicitors, the Parties acknowledge that they are aware that such solicitors have had a continuing solicitor/client relationship with certain of the shareholders of the Vendors and that the Vendors' Solicitors may continue now and in the future to act for such shareholders, and no Party hereto shall in any manner attempt to have the Vendors Solicitors continuing role terminated for any reason.

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IN WITNESS OF WHICH the Parties have executed this Agreement.

**HARVEST MUSTANG GP LTD.**

Per:

Name:

Title:

I have the authority to bind the corporation

**HARVEST ONTARIO PARTNERS LIMITED  
PARTNERSHIP, by its general partner HARVEST  
MUSTANG GP LTD.**

Per:

Name:

Title:

I have the authority to bind the limited  
partnership

**HARVEST POWER MUSTANG GENERATION  
LTD.**

Per:

Name:

Title:

I have the authority to bind the corporation

**STORMFISHER ENVIRONMENTAL LTD.**

Per:

Name:

Title:

I have the authority to bind the corporation

## SCHEDULE A

### Legal Description of Lands and Permitted Encumbrances

#### Lands

**Part of Lot 13, Concession 3 designated as Part 1 on 33R-17471; City of London; PIN 08203-0194 (LT)**

1. Bylaw registered on April 3, 1964 as Instrument No. 195932.
2. Plan Reference registered on April 1, 2009 as Instrument No. 33R17471.
3. Notice registered on December 1, 2010 as Instrument No. ER741168.
4. Notice registered on December 21, 2011 as Instrument No. ER802713.
5. Notice registered on November 5, 2012 as Instrument No. ER852554.

#### Personal Property

##### Personal Property Security Act (Ontario) ("ONPPSA")

1. A financing statement registered pursuant to the ONPPSA on December 5, 2012 as Registration No. 683352864, Reference File No. 20121205 1255 1902 4627 against the Borrower, as debtor and Roynat Inc., as secured party for a period of 6 years in respect of all of the Borrower's Equipment, Other and Motor Vehicle (as such terms are defined in the ONPPSA), identified as 2009 Terex TL80 (VIN TL00801824) and further described in the General Collateral Description as wheel loader(s) together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale.

**SCHEDULE B**  
**Personal Property**

**Bank Accounts**

**BMO**

Account #0041824022

Account #03489788369

The branch address on the account is 595 Burrard Street, Vancouver, B.C. V7X 1L7

**MAJOR EQUIPMENT**

Name	Location	Functionality	Category	Subcategory 1	Make	Notes
CHP genset #1	CHP	CHP genset #1	Special Equipment		Jenbacher gas engines	J420 (1.4 MW)
CHP genset #2	CHP	CHP genset #2	Special Equipment		Jenbacher gas engines	J420 (1.4 MW)
Centrifuge	DMB	Centrifuge	Special Equipment		Centrisys	
Tank 1	RT1	Reception tank #1, FOG	Tank	Reception tank 1	CST Storage	Glass lined - 264 m3
Tank 2	RT2	Reception tank #2, blood waste	Tank	Reception tank 2	CST Storage	Glass lined - 105 m3
Tank 3	RT3	Reception tank #3, food waste	Tank	Reception tank 3	CST Storage	Glass lined - 1711 m3
Tank 4	TAR	Thermophilic acidification reactor (TAR)	Tank	TAR	CST Storage	Glass lined - 1095 m3
Tank 5	North Anamix	Anamix digester #1	Tank	Anamix digester 1	CST Storage	Glass lined - 6090 m3
Tank 6	South Anamix	Anamix digester #2	Tank	Anamix digester 2	CST Storage	Glass lined - 6090 m3
Tank 7	DHT	Digestate and gas holding tank	Tank	Digestate and gas holding tank	CST Storage	Glass lined - 947m3
Tank 8	Pre-Air	Pre-aeration tank	Tank	Pre-aeration Tank	CST Storage	Glass lined - 3502m3
Paddle dryer	DMB	Paddle dryer	Special Equipment		Komline-Sanderson	

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**MEDIUM EQUIPMENT**

Name	Location	Functionality	Category	Subcategory 1	Make
Mixer 1	RT1	Reception tank #1 lower mixer	Mixer		Stamo Agitation Solutions
Mixer 2	RT1	Reception tank #1 upper mixer	Mixer		Stamo Agitation Solutions
Mixer 3	RT2	Reception tank #2 mixer	Mixer		Stamo Agitation Solutions
Mixer 4	RT3	Reception tank #3 mixer	Mixer		Stamo Agitation Solutions
Mixer 5	RT3	Reception tank #3 mixer	Mixer		Stamo Agitation Solutions
Mixer 6	North Anamix	Anamix digester #1 mixer	Mixer		Stamo Agitation Solutions
Mixer 7	South Anamix	Anamix digester #2 mixer	Mixer		Stamo Agitation Solutions
Mixer 8	DHT	Digestate and gas holding tank mixer	Mixer		Stamo Agitation Solutions
Mixer 9	DHT	Digestate and gas holding tank mixer	Mixer		Stamo Agitation Solutions
Mixer 10	BIOREM skid	100 gallon nutrient tank mixer	Mixer		Neptune
Mixer 11	DMB	Polymer day tank #1 mixer	Mixer		Chemineer
Mixer 12	DMB	Polymer day tank #2 mixer	Mixer		Chemineer
Flare	Gas system	Flare	Special		DWS

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			Equipment		
Crane 1	Reception hall	Crane for reception hall	Crane		R&M
Crane 2	DMB	Crane for DMB	Crane		R&M
Compressor 1	DMB	Air compressor	Compressor		Kaeser
Blower 1	DHT	Blower to digestate and gas holding tank	Blower	Centrifugal Blower	New York Blower
Blower 2	DHT	Blower to digestate and gas holding tank	Blower	Centrifugal Blower	New York Blower
Blower 3	MBR	Membrane bioreactor blower 1	Blower	Rotary Blower	Aerzen
Blower 4	MBR	Membrane bioreactor blower 2	Blower	Rotary Blower	Aerzen
Blower 5	MBR	Pre-aeration basin blower #1	Blower	Rotary Blower	Emmerthal
Blower 6	MBR	Pre-aeration basin blower #2	Blower	Rotary Blower	Emmerthal
Blower 7	MBR	Pre-aeration basin blower #3	Blower	Rotary Blower	Emmerthal
Blower 8	BIOREM skid	Blower from biofilter 1 to exhaust stack and carbon absorbers	Blower	Centrifugal Blower	Universal Fan and Blower
Blower 9	BIOREM skid	Blower from biofilter 2 to exhaust stack and carbon absorbers	Blower	Centrifugal Blower	Universal Fan and Blower
Blower 10	BIOREM skid	Blower from carbon absorber #1 to exhaust stack	Blower	Centrifugal Blower	Universal Fan and Blower
Blower 11	BIOREM skid	Blower from carbon absorber #2 to exhaust stack	Blower	Centrifugal Blower	Universal Fan and Blower
Blower 12	Biosulfurix	Blower to Biosulfurix	Blower	Centrifugal Blower	Becker
Blower 13	Gas system	Blower from biogas dryer to power generator	Blower	Centrifugal Blower	Savio

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Blower 14	Gas system	Blower from biogas dryer to power generator	Blower	Centrifugal Blower	Savio
Blower 15	DMB	Blower to thermal fluid heater	Blower	Centrifugal Blower	Unknown
Blower 16	DMB	DMB make up air unit blower	Blower	Centrifugal Blower	Twin City
Blower 17	Reception hall	Reception hall make up air unit blower	Blower	Centrifugal Blower	Twin City
Blower 18	DMB	Blower from Venturi scrubber to biotrickler #1	Blower	Centrifugal Blower	New York Blower
Blower 19	DMB	Blower from bag house system to biotrickler #1	Blower	Centrifugal Blower	Cincinatti Fan
Blower 20	BIOREM skid	Blower for carbon absorber 3	Blower	Centrifugal Blower	Universal Fan and Blower
Chiller 1	Biogas dryer	Chiller for biogas dryer	Chiller		Global Water Engineering
Pump 1	Reception hall	Pumps FOG from waste pits to RT1	Pump	Rotary Pump	Börger
Pump 2	Reception hall	Pumps blood from waste pits to RT2	Pump	Rotary Pump	Börger
Pump 3	Reception hall	Clean waste pit pump	Pump	Chopper Pump	Landia
Pump 4	Reception hall	Clean waste pit pump	Pump	Chopper Pump	Vaughan
Pump 5	Reception hall	Contaminated waste pit pump	Pump	Chopper Pump	DODA
Pump 6	Reception hall	Contaminated waste pit pump	Pump	Chopper Pump	DODA
Pump 7	Reception hall	Discharge pump from bio separator (DODA)	Pump	Centrifugal Pump	DODA
Pump 8	Reception hall	Discharge pump from bio separator (DODA)	Pump	Centrifugal Pump	DODA
Pump 9	North pump house	Pump from reception tank 1 to TAR	Pump	Rotary Pump	Börger
Pump 10	North pump	Blood recycle pump	Pump	Rotary Pump	Börger

Error! Unknown document property name.

	house				
Pump 11	North pump house	Pump from reception tank #2 to TAR and blood waste	Pump	Rotary Pump	Börger
Pump 12	North pump house	Pump from reception tank #3 to TAR	Pump	Rotary Pump	Börger
Pump 13	North pump house	Pump from TAR to heat exchangers HX 27101 and HX 27102	Pump	Chopper Pump	Vaughan
Pump 14	North pump house	Pump from TAR to Anamix #1	Pump	Rotary Pump	Börger
Pump 15	North pump house	Pump from TAR to Anamix #1 and Anamix #2	Pump	Rotary Pump	Börger
Pump 16	North pump house	Pump from TAR to Anamix #2	Pump	Rotary Pump	Börger
Pump 17	South pump house	Pump from Anamix digester #1 to heat exchanger HX 33101	Pump	Chopper Pump	Vaughan
Pump 18	South pump house	Anamix digester #1 recycle pump	Pump	Chopper Pump	Vaughan
Pump 19	South pump house	Pump from Anamix digester #2 to heat exchanger HX 33201	Pump	Chopper Pump	Vaughan
Pump 20	South pump house	Anamix digester #2 recycle pump	Pump	Chopper Pump	Vaughan
Pump 21	DHT	Pump from digestate and gas holding tank to centrifuge and DMB camlock header	Pump	Rotary Pump	Börger
Pump 22	North pump house	Pump from digestate and gas holding tank to centrifuge and DMB camlock header	Pump	Rotary Pump	Börger

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Pump 23	MBR	MBR recycle pump 1	Pump	Centrifugal Pump	Gorman-Rupp
Pump 24	MBR	MBR recycle pump 2	Pump	Centrifugal Pump	Gorman-Rupp
Pump 25	MBR	WAS pump from MB 01 to digestate holding	Pump	Centrifugal Pump	AMT
Pump 26	MBR	Permeate pump from MB 01 to DMB camlock header	Pump	Centrifugal Pump	Gorman-Rupp
Pump 27	MBR	Permeate pump from MB 01 to DMB camlock header	Pump	Centrifugal Pump	Gorman-Rupp
Pump 28	BIOREM skid	Biotrickler filter tank 1 discharge pump	Pump	Centrifugal Pump	Not applicable
Pump 29	BIOREM skid	Waterbox metering pump	Pump	Metering Pump	ProMinent
Pump 30	BIOREM skid	Biotrickler filter tank 2 discharge pump	Pump	Centrifugal Pump	Not applicable
Pump 31	BIOREM skid	Waterbox metering pump	Pump	Metering Pump	ProMinent
Pump 32	Biosulfurix	Pump from PTU nutrients to Biosulfurix	Pump	Centrifugal Pump	Stubbe
Pump 33	Biosulfurix	Pump from Biosulfurix to heat exchanger HX 53101	Pump	Centrifugal Pump	Stubbe
Pump 34	Biosulfurix	Pump from CHP hot water supply to heat exchanger HX 53101	Pump	Centrifugal Pump	AMT
Pump 35	Biogas dryer	Pump from heat exchanger HX 54101 to chiller CHL 54101	Pump	Centrifugal Pump	York
Pump 36	Biogas dryer	Pump from biogas dryer to heat exchanger HX 54101	Pump	Centrifugal Pump	KSB
Pump 37	CHP	Pump from hot water return to CHP #1	Pump	Centrifugal Pump	Armstrong
Pump 38	CHP	Pump from hot water return to CHP #2	Pump	Centrifugal Pump	Armstrong
Pump 39	CHP	Pump from heat exchanger HX 57201 to CHP genset #1	Pump	Centrifugal Pump	Taco
Pump 40	CHP	Pump from dump radiator to CHP genset #1	Pump	Centrifugal Pump	Taco
Pump 41	CHP	Pump from heat exchanger HX 57301 to CHP genset #2	Pump	Centrifugal Pump	Taco

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Pump	CHP	Pump from dump radiator to CHP genset #2	Pump	Centrifugal Pump	Taco
Pump 42	CHP	Pump from dump radiator to CHP genset #2	Pump	Centrifugal Pump	Taco
Pump 43	DMB	Thermal fluid recirculation pump	Pump	Centrifugal Pump	RA Dean Pump Division
Pump 44	South pump house	Pump from NaOH storage drum #1 to Anamix #1 recycle	Pump	Metering Pump	LMI
Pump 45	South pump house	Pump from NaOH storage drum #2 to Anamix #2 recycle	Pump	Metering Pump	LMI
Pump 46	South pump house	Pump from anti-foam polymer storage drum to Anamix #1, Anamix #2, and TAR	Pump	Metering Pump	LMI
Pump 47	North pump house	Pump from digestate and gas holding tank to centrifuge	Pump	Progressive Cavity Pump	Netzsch
Pump 48	DMB	Pump from live bottom to dryer	Pump	Progressive Cavity Pump	Netzsch
Pump 49	DMB	Pump from centrate process sump to pre-aeration and DMB camlock header	Pump	Centrifugal Pump	Gorman-Rupp
Pump 50	DMB	Pump from centrate process sump to pre-aeration and DMB camlock header	Pump	Centrifugal Pump	Gorman-Rupp
Pump 51	South pump house	Non-potable water storage tank discharge pump	Pump	Rotary Pump	Börger
Pump 52	South pump house	Non-potable water storage tank discharge pump	Pump	Rotary Pump	Börger
Pump 53	DMB	Pump from NPW sump to NPW storage	Pump	Centrifugal Pump	AMT
Pump 54	DMB	Pump from NPW sump to NPW storage	Pump	Centrifugal Pump	AMT
Pump 55	DMB	Polymer dosing pump	Pump	Metering Pump	LMI

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Pump 56	DMB	Polymer pump	Pump	Screw Pump	Netzsch
Pump 57	DMB	Water booster pump	Pump	Centrifugal Pump	Armstrong
Pump 58	North pump house	FeCl pump	Pump	Metering Pump	Chem-Pro

**MINOR EQUIPMENT**

<b>Name</b>	<b>Location</b>	<b>Functionality</b>	<b>Category</b>	<b>Subcategory 1</b>	<b>Subcategory 2</b>	<b>Make</b>
Pressure Switch High 3	Reception hall	High pressure switch for pump PMP 14101 and pump PMP 14102 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 4	Reception hall	High pressure switch for pump PMP 15102 and pump PMP 15103 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 5	North pump house	High pressure switch for pump PMP 22103 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 6	North pump house	High pressure switch for pump PMP 22201 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 7	North pump house	High pressure switch for pump PMP 22203 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 8	North pump house	High pressure switch for pump PMP 22303 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 9	North pump house	High pressure switch for pump PMP 27101 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 10	North pump house	High pressure switch for pump PMP 27102 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 11	North pump house	High pressure switch for pump PMP 27103 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 12	North pump house	High pressure switch for pump PMP 27104 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 13	South pump house	High pressure switch for pump PMP 33101 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser

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Pressure Switch High 14	South pump house	High pressure switch for pump PMP 33103 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 15	South pump house	High pressure switch for pump PMP 33201 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 16	South pump house	High pressure switch for pump PMP 33203 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 17	North pump house	High pressure switch for pump PMP 33905 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 18	North pump house	High pressure switch for pump PMP 33906 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 19	CHP	High pressure switch for CHP genset #1 intake	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 20	CHP	High pressure switch for CHP genset #2 intake	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 21	CHP	High pressure switch for biogas from CHP to thermal fluid heater	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 22	CHP	High pressure switch for natural gas to thermal fluid heater	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 23	DMB	High pressure switch for pump PMP 73303 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch Low 1	Reception hall	Low pressure switch for pump PMP 12403 intake	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser
Pressure Switch Low 2	Reception hall	Low pressure switch for pump PMP 12404 intake	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser
Pressure Switch Low 3	DMB	Low pressure switch for blower BLR 58102 discharge	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser

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Pressure Switch Low 4	CHP	Low pressure switch for natural gas pilot to thermal fluid heater	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser
Pressure Switch Low 5	CHP	Low pressure switch for biogas from CHP to thermal fluid heater	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser
Pressure Switch Low 6	CHP	Low pressure switch for natural gas to thermal fluid heater	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser
Pressure Switch Low 7	DMB	Polymer system low pressure switch	Sensor	Pressure Switch	Low Pressure Switch	Endress & Hauser
Pressure Switch Low 8	DMB	Potable water pressure switch low	Sensor	Pressure Switch	Low Pressure Switch	Ashcroft Inc.
Pressure Switch Low 9	DMB	Low pressure switch for potable water to inclined cooling conveyor #2 CC 75302	Sensor	Pressure Switch	Low Pressure Switch	Ashcroft Inc.
Analytical Sensor 1	Reception hall	Sensor for alarm ASH 12201	Sensor	Analytical sensor		Allen Bradley
Analytical Sensor 2	Reception hall	Sensor for alarm ASH 12301	Sensor	Analytical sensor		Allen Bradley
Analytical Sensor 3	DHT	Digestate and gas holding tank analytical sensor	Sensor	Analytical sensor		Endress & Hauser
Flow Sensor 1	RT1	Flow sensor for CW to mixer MOT 22102	Sensor	Flow sensor		Endress & Hauser
Flow Sensor 2	RT2	Flow sensor for CW to motor MOT 22202	Sensor	Flow sensor		Endress & Hauser
Flow Sensor 3	RT3	CW to motor MOT 22301 flow sensor	Sensor	Flow sensor		Endress & Hauser
Flow Sensor 4	RT3	CW to motor MOT 22302 flow sensor	Sensor	Flow sensor		Endress & Hauser
Flow Sensor 5	DHT	CW to motor MOT 33903 flow sensor	Sensor	Flow sensor		Endress & Hauser
Flow Sensor 6	DHT	CW to motor MOT 33904 flow sensor	Sensor	Flow sensor		Endress & Hauser

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Flow Sensor 7	BIOREM skid	Pump PMP 50101 discharge flow sensor	Sensor	Flow sensor		Bürkert
Flow Sensor 8	BIOREM skid	Potable water to biofilter 1 discharge flow sensor	Sensor	Flow sensor		Bürkert
Flow Sensor 9	BIOREM skid	Pump PMP 50201 discharge flow sensor	Sensor	Flow sensor		Bürkert
Flow Sensor 10	BIOREM skid	Potable water to biofilter 2 discharge flow sensor	Sensor	Flow sensor		Bürkert
Flow Sensor 11	Biosulfurix	Blower BLR 53102 discharge flow sensor	Sensor	Flow sensor		ZE
Flow Sensor 12	Gas system	Biogas flow sensor	Sensor	Flow sensor		Endress & Hauser
Flow Sensor 13	MBR	Camlock fitting flow sensor	Sensor	Flow sensor		Endress & Hauser
Level Sensor 1	NPW	Level sensor for non-potable water storage tank	Sensor	Level sensor		Endress & Hauser
Temperature Sensor 1	MBR	Membrane bioreactor blower 1 temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 2	MBR	Membrane bioreactor blower 2 temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 3	MBR	Pre-aeration blower 1 temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 4	MBR	Pre-aeration blower 2 temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 5	MBR	Pre-aeration blower 3 temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 6	BIOREM skid	Biotrickler filter tank 1 temperature sensor	Sensor	Temperature sensor		Watlow

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Temperature Sensor 7	BIOREM skid	Biotrickler filter tank 2 temperature sensor	Sensor	Temperature sensor		Watlow
Temperature Sensor 8	Gas system	Flare temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 9	Gas system	Flare temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 10	Biosulfurix	Biosulfurix temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 11	Gas system	Hot water return to gensets temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 12	Gas system	Blower BLR 54103 temperature sensor	Sensor	Temperature sensor		Savio
Temperature Sensor 13	Gas system	Blower BLR 54104 temperature sensor	Sensor	Temperature sensor		Savio
Temperature Sensor 14	CHP	CHP 1 temperature sensor	Sensor	Temperature sensor		Greystone
Temperature Sensor 15	CHP	CHP 2 temperature sensor	Sensor	Temperature sensor		Greystone
Temperature Sensor 16	DMB	Thermal fluid heater temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 17	DMB	Thermal fluid heater temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 18	DMB	Paddle dryer temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 19	DMB	Paddle dryer temperature sensor	Sensor	Temperature sensor		Endress & Hauser

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Temperature Sensor 20	DMB	Paddle dryer temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 21	DMB	Paddle dryer temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 22	DMB	Inclined cooling conveyor 2 temperature sensor	Sensor	Temperature sensor		Endress & Hauser
Temperature Sensor 23	CHP	CHP 1 temperature sensor	Sensor	Temperature sensor		Greystone
Temperature Sensor 24	CHP	CHP 1 temperature sensor	Sensor	Temperature sensor		Greystone
Temperature Sensor 25	CHP	CHP 2 temperature sensor	Sensor	Temperature sensor		Greystone
Temperature Sensor 26	CHP	CHP 2 temperature sensor	Sensor	Temperature sensor		Greystone
Level Switch High 1	Reception hall	Bioseparator level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 2	RT1	RT1 level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 3	RT2	RT2 level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 4	RT3	RT3 level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 5	Pre-aeration basin	Pre-aeration basin level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 6	MBR	Membrane bioreactor basin level switch high	Sensor	Level switch	Level switch high	Endress & Hauser

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Level Switch High 7	DMB	Dry polymer hopper polymer level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 8	DMB	Polymer day tank 1 level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 9	DMB	Polymer day tank 2 level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 10	DMB	Paddle dryer level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 11	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 12	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 13	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 14	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 15	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 16	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 17	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 18	DMB	Dried solids loading level switch high	Sensor	Level switch	Level switch high	Endress & Hauser
Level Switch High 19	DMB	Bag house system	Sensor	Level switch	Level switch high	Not applicable

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Level Switch High High 1	DMB	Centrate process sump level switch high high	Sensor	Level switch	Level swith high high	Endress & Hauser
Level Switch High High 2	DMB	NPW sump level switch high high	Sensor	Level switch	Level swith high high	Endress & Hauser
Level Switch Low 1	Reception hall	Pump PMP 14101 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 2	Reception hall	Pump PMP 14102 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 3	North Anamix	Anamix digester 1 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 4	South Anamix	Anamix digester 2 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 5	MBR	Membrane bioreactor basin level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 6	BIOREM skid	Biotrickler filter tank 1 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 7	BIOREM skid	Biotrickler filter tank 2 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 8	Biogas dryer	Biogas dryer level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 9	South pump house	NaOH storage drum 1 level switch low	Sensor	Level Switch	Level switch low	Not applicable
Level Switch Low 10	South pump house	NaOH storage drum 2 level switch low	Sensor	Level Switch	Level switch low	Not applicable
Level Switch Low 11	BIOREM skid	Nutrient tank level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser

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Level Switch Low 12	South pump house	Anti-foam polymer storage drum level switch low	Sensor	Level Switch	Level switch low	Not applicable
Level Switch Low 13	DMB	Dry polymer hopper level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 14	DMB	Polymer day tank 1 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 15	DMB	Polymer day tank 2 level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 16	DMB	Hydraulic unit level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Level Switch Low 17	DMB	Centrate process sump level switch low	Sensor	Level Switch	Level switch low	Endress & Hauser
Flow Switch Low 1	BIOREM skid	Pump PMP 50101 discharge flow switch low	Sensor	Flow switch	Flow switch low	Endress & Hauser
Flow Switch Low 2	BIOREM skid	Pump PMP 50201 discharge flow switch low	Sensor	Flow switch	Flow switch low	Endress & Hauser
Flow Switch Low 3	Biosulfurix	Biosulfurix flow switch low	Sensor	Flow switch	Flow switch low	Endress & Hauser
Flow Switch Low 4	DMB	Spray tower condenser flow switch low	Sensor	Flow switch	Flow switch low	Appleton
Level Swich Low Low 1	South pump house	NaOH storage drum 1 level switch low low	Sensor	Level switch	Level switch low low	Not applicable
Level Swich Low Low 2	South pump house	NaOH storage drum 2 level switch low low	Sensor	Level switch	Level switch low low	Not applicable
Level Swich Low Low 3	South pump house	Anti-foam polymer storage drum level switch low low	Sensor	Level switch	Level switch low low	Not applicable

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Temperature Switch High 1	MBR	Membrane bioreactor blower 1 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 2	MBR	Membrane bioreactor blower 2 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 3	MBR	Pre-aeration blower 1 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 4	MBR	Pre-aeration blower 2 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 5	MBR	Pre-aeration blower 3 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 6	DMB	Hydraulic unit temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 7	DMB	Pump PMP 73303 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Temperature Switch High 8	DMB	Inclined cooling conveyor 1 temperature switch high	Sensor	Temperature Switch	Temperature Switch High	Endress & Hauser
Pressure Switch High 1	Reception hall	High pressure switch for pump PMP 12403 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Pressure Switch High 2	Reception hall	High pressure switch for pump PMP 12404 discharge	Sensor	Pressure Switch	High Pressure Switch	Endress & Hauser
Automated Open/Close Valve 1	Reception hall	FOG from lanes 1 and 2 valve	Valve	Plug	Motor actuator	Valve: Pratt, Actuator: Bettis
Automated Open/Close Valve 2	Reception hall	Blood from lanes 1 and 2 valve	Valve	Plug	Motor actuator	Valve: Pratt, Actuator: Bettis
Automated Open/Close Valve 3	Reception hall	Discharge valve from pump PMP 12403	Valve	Plug	Motor actuator	Valve: Pratt, Actuator: Bettis

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Automated Open/Close Valve 4	Reception hall	Discharge valve from pump PMP 12404	Valve	Plug	Motor actuator	Valve: Pratt, Actuator: Bettis
Automated Open/Close Valve 5	Reception hall	Blood waste to reception tank #2	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 6	Reception hall	FOG waste to reception tank #1	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 7	Reception hall	Organic waste to reception tank #3	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 8	Reception hall	Blood waste to reception tank #2	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 9	Reception hall	FOG waste to reception tank #1	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 10	Reception hall	Organic waste to reception tank #3	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 11	Reception hall	Dilution water to clean waste pit	Valve	Butterfly	Motor actuator	Keystone valve, Bettis actuator
Automated Open/Close Valve 12	Reception hall	Discharge valve for pump PMP 14101	Valve	Gate	Manual	Trueline
Automated Open/Close Valve 13	Reception hall	Discharge valve for pump PMP 14102	Valve	Ball	Motor actuator	Not applicable
Automated Open/Close Valve 14	Reception hall	Dilution water to contaminated waste pit	Valve	Butterfly	Motor actuator	Keystone valve, Bettis actuator
Automated Open/Close Valve 15	Reception hall	Contaminated waste pit valve	Valve	Gate	Motor actuator	DODA
Automated Open/Close Valve 16	Reception hall	Contaminated waste pit valve	Valve	Gate	Motor actuator	DODA

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Automated Open/Close Valve 17	Reception hall	Valve to bioseparator	Valve	Gate	Motor actuator	DODA
Automated Open/Close Valve 18	Reception hall	Valve to bioseparator	Valve	Gate	Motor actuator	DODA
Automated Open/Close Valve 19	Reception hall	Contaminated waste pit valve	Valve	Gate	Motor actuator	DODA
Automated Open/Close Valve 20	Reception hall	Contaminated waste pit valve	Valve	Gate	Motor actuator	DODA
Automated Open/Close Valve 21	Reception hall	Discharge valve for pump PMP 14205	Valve	Gate	Motor actuator	Unknown
Automated Open/Close Valve 22	Reception hall	Discharge valve for pump PMP 14206	Valve	Gate	Motor actuator	Unknown
Automated Open/Close Valve 23	Reception hall	Valve to rotating nozzle in contaminated waste pit	Valve	Gate	Motor actuator	DODA
Automated Open/Close Valve 24	North pump house	Valve between pump PMP 22103 and TAR	Valve	Plug	Motor actuator	Actuator: Bettis, Valve: Pratt
Automated Open/Close Valve 25	North pump house	Valve between pump PMP 22203 and DMB	Valve	Plug	Motor actuator	NA
Automated Open/Close Valve 26	Reception hall	Valve between contaminated waste and reception tank #3	Valve	Plug	Motor actuator	Unknown
Automated Open/Close Valve 27	North pump house	Valve between pump PMP 22303 and TAR	Valve	Plug	Motor actuator	Actuator: Bettis, Valve: Pratt
Automated Open/Close Valve 28	North pump house	Valve to pump PMP 33906	Valve	Plug	Motor actuator	Actuator: Bettis, Valve: Pratt
Automated Open/Close Valve 29	PAB	Valve between overflow from PA 01 to membrane bioreactor basin	Valve	Butterfly	Motor actuator	Valve: Keystone; Actuator: Bettis

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Automated Open/Close Valve 30	MBR	Valve to membrane bioreactor basin	Valve	Butterfly	Motor actuator	Actuator: Bettis, Valve: obscured by ice
Automated Open/Close Valve 31	Gas system	Valve between natural gas feed and flare	Valve	Ball	Solenoid actuator	Actuator: Premi-air, Valve: Keystone
Automated Open/Close Valve 32	Gas system	Valve between biogas dryer and blower BLR 54103	Valve	Butterfly	Motor actuator	Actuator: Bettis
Automated Open/Close Valve 33	Gas system	Valve for recycle to blower BLR 54103	Valve	Ball	Motor actuator	Actuator: Bettis
Automated Open/Close Valve 34	CHP	CHP #1 Genset exhaust valve	Valve	Butterfly	Motor actuator	Actuator: Rotork, Valve: LT
Automated Open/Close Valve 35	CHP	CHP #1 Genset exhaust valve	Valve	Butterfly	Motor actuator	Actuator: Rotork, Valve: LT
Automated Open/Close Valve 36	CHP	CHP #2 Genset exhaust valve	Valve	Butterfly	Motor actuator	Actuator: Rotork, Valve: LT
Automated Open/Close Valve 37	CHP	CHP #2 Genset exhaust valve	Valve	Butterfly	Motor actuator	Actuator: Rotork, Valve: FSA
Automated Open/Close Valve 38	DMB	Valve from thermal fluid to cooler	Valve	Butterfly	Motor actuator	Actuator: Valvcon, Valve: Jamesbury
Automated Open/Close Valve 39	MBR	Potable water valve	Valve	Ball	Motor actuator	Actuator: Bettis, Valve: Asahi
Automated Open/Close Valve 40	DMB	Valve between potable water and polymer day tank #1	Valve	Diaphragm	Solenoid actuator	Actuator: ASCO, Valve: ASCO
Automated Open/Close Valve 41	DMB	Valve between pneumatic air and bag punch	Valve	Ball	Solenoid actuator	Actuator: Norgren
Automated Open/Close Valve 42	DMB	Pneumatic air valve	Valve	Ball	Solenoid actuator	Actuator: Norgren

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Automated Open/Close Valve 43	DMB	Valve between polymer day tank #1 and polymer day tank #2	Valve	Ball	Motor actuator	Actuator: Chemline, Valve: Chemline
Automated Open/Close Valve 44	DMB	Valve between centrifuge and cake conveyor	Valve	Ball	Solenoid actuator	Actuator: ASCO
Automated Open/Close Valve 45	DMB	Valve between centrifuge and cake conveyor	Valve	Ball	Solenoid actuator	Actuator: ASCO
Automated Open/Close Valve 46	DMB	Valve between potable water and centrate sump	Valve	Ball	Solenoid actuator	Unknown
Automated Open/Close Valve 47	DMB	Deluge valve for paddle dryer	Valve	Ball	Motor actuator	Actuator: Valvcon, Valve: Flo-tite
Automated Open/Close Valve 48	DMB	Deluge valve for paddle dryer	Valve	Ball	Motor actuator	Actuator: Valvcon, Valve: Flo-tite
Automated Open/Close Valve 49	DMB	Deluge valve for paddle dryer	Valve	Ball	Motor actuator	Actuator: Valvcon, Valve: Flo-tite
Automated Open/Close Valve 50	DMB	Deluge valve for paddle dryer	Valve	Ball	Motor actuator	Actuator: Valvcon, Valve: Flo-tite
Automated Open/Close Valve 51	DMB	Valve between potable water and dried solids	Valve	Butterfly	Motor actuator	Actuator: Valvcon, Valve: Flo-tite
Automated Open/Close Valve 52	DMB	Valve to spray tower condenser	Valve	Ball	Motor actuator	Actuator: Valvcon, Valve: Flo-tite
Automated Open/Close Valve 53	DMB	Deluge valve for cooling conveyor 1	Valve	Ball	Motor actuator	Valvcon
Automated Open/Close Valve 54	DMB	Deluge valve for cooling conveyor 2	Valve	Ball	Motor actuator	Valvcon
Automated Open/Close Valve 55	DMB	Valve between potable water and inclined cooling conveyor #2	Valve	Ball	Motor actuator	Actuator: Valvcon, Valve: Flo-tite

Error! Unknown document property name.

Automated Open/Close Valve 56	DMB	Valve to truck	Valve	Gate	Solenoid actuator	Valve: Norgren; Actuator: ASCO
Automated Open/Close Valve 57	DMB	Valve to truck	Valve	Gate	Solenoid actuator	Valve: Norgren; Actuator: ASCO
Automated Open/Close Valve 58	DMB	Valve to truck	Valve	Gate	Solenoid actuator	Valve: Norgren; Actuator: ASCO
Automated Open/Close Valve 59	DMB	Valve to truck	Valve	Gate	Solenoid actuator	Valve: Norgren; Actuator: ASCO
Automated Open/Close Valve 60	DMB	Valve to truck	Valve	Gate	Solenoid actuator	Valve: Norgren; Actuator: ASCO
Automated Open/Close Valve 61	DMB	Valve to truck	Valve	Gate	Solenoid actuator	Valve: Norgren; Actuator: ASCO
Automated Open/Close Valve 62	DMB	Pneumatic air to bag house	Valve	Diaphragm	Solenoid actuator	Valve: Goyen; Actuator: ITT Alcon
Automated Open/Close Valve 63	DMB	Pneumatic air to bag house	Valve	Diaphragm	Solenoid actuator	Valve: Goyen; Actuator: ITT Alcon
Automated Open/Close Valve 64	DMB	Pneumatic air to bag house	Valve	Diaphragm	Solenoid actuator	Valve: Goyen; Actuator: ITT Alcon
Automated Open/Close Valve 65	DMB	Pneumatic air to bag house	Valve	Diaphragm	Solenoid actuator	Valve: Goyen; Actuator: ITT Alcon
Automated Open/Close Valve 66	NPW	Potable water from MBR building to non-potable water storage tank (TNK-92101)	Valve	Ball	Solenoid actuator	Not applicable
Automated Open/Close Valve 67	North pump house	Hot dilution water to RT #1	Valve	Ball	Solenoid actuator	ASCO
Automated Open/Close Valve 68	North pump house	Hot dilution water to RT #2	Valve	Ball	Solenoid actuator	ASCO

Error! Unknown document property name.

Automated Open/Close Valve 69	North pump house	Hot dilution water to RT #3	Valve	Ball	Solenoid actuator	ASCO
Automated Open/Close Valve 70	North pump house	Hot dilution water to TAR	Valve	Ball	Solenoid actuator	ASCO
Automated Open/Close Valve 71	CHP	CHP 1 glycol supply control valve	Valve	Ball	Motor actuator	Siemens
Automated Open/Close Valve 72	CHP	CHP 1 heat exchanger control valve	Valve	Ball	Motor actuator	Siemens
Automated Open/Close Valve 73	CHP	CHP 2 glycol supply control valve	Valve	Ball	Motor actuator	Siemens
Automated Open/Close Valve 74	CHP	CHP 2 heat exchanger control valve	Valve	Ball	Motor actuator	Siemens
Modulating Control Valve 1	South pump house	Digestate modulating control valve	Valve	Plug	Motor actuator	Actuator: Bettis, Valve: Pratt
Modulating Control Valve 2	South pump house	Digestate modulating control valve	Valve	Plug	Motor actuator	Actuator: Bettis, Valve: Pratt
Modulating Control Valve 3	Biosulfurix	Biosulfurix modulating control valve	Valve	Butterfly	Motor actuator	Valve: Effast; Actuator: Belimo
Modulating Control Valve 4	Biosulfurix	Gas system modulating control valve	Valve	Butterfly	Motor actuator	+GF+
Modulating Control Valve 5	Biosulfurix	Biosulfurix modulating control valve	Valve	Ball	Motor actuator	+GF+
Temperature Control Valve 1	North pump house	Hot water supply from CHP temperature control valve	Valve	Butterfly	Motor actuator	Actuator: Bettis, Valve: Keystone
Temperature Control Valve 2	North pump house	Hot water supply from CHP temperature control valve	Valve	Butterfly	Motor actuator	Actuator: Bettis, Valve: Keystone

Error! Unknown document property name.

Temperature Control Valve 3	North pump house	Hot water from gensets temperature control valve	Valve	Butterfly	Motor actuator	Actuator: Bettis, Valve: Keystone
Temperature Control Valve 4	North pump house	Hot water from CHP temperature control valve	Valve	Globe	Motor actuator	Siemens
Temperature Control Valve 5	South pump house	Hot water return temperature control valve	Valve	Globe	Motor actuator	Siemens
Temperature Control Valve 6	South pump house	Hot water return temperature control valve	Valve	Globe	Motor actuator	Siemens

**SCHEDULE C****Purchaser Debt**

<b>Customer: Harvest Ontario Partners Limited Partnership (0200636727)</b>	
<b>Balances as of: 07-Aug-2015      Status: All</b>	
<b>Credit Facility                      0000445005000</b>	
<b>Loan Product</b>	<b>Construction Loan</b>
<b>Balance for</b>	<b>0000445005001</b>
<b>Original Loan Amount</b>	<b>\$11,000,000.00</b>
<b>Interest Rate</b>	<b>5.700%</b>
<b>Principal Not Due</b>	<b>\$9,818,721.36</b>
<b>Accrued Interest</b>	<b>\$41,453.86</b>
<b>Fee Balance</b>	<b>\$0.00</b>
<b>Insurance balance</b>	<b>\$0.00</b>
<b>Interest On Arrears</b>	<b>\$1,480.40</b>
<b>Principal Past Due</b>	<b>\$0.00</b>
<b>Interest Past Due</b>	<b>\$135,140.97</b>
<b>Fees Past Due</b>	<b>\$60,201.64</b>
<b>Insurance Past Due</b>	<b>\$0.00</b>
<b>Early Pay</b>	<b>\$0.00</b>
<b>Unearned Insurance Premium</b>	<b>\$0.00</b>
<b>Suspense</b>	<b>\$0.00</b>
<b>SubTotal</b>	<b>\$10,057,004.23</b>
<b>Interest to Oct 7, 2015</b>	<b>143,312.00</b>
<b>Total</b>	<b><u>\$10,200,316.23</u></b>

**TAB C**

October 9, 2015

Reply to: James R. Fisher  
Telephone: 519-964-3163  
E-mail: [jfisher@bbo.on.ca](mailto:jfisher@bbo.on.ca)

BY E-MAIL: [rbiehler@deloitte.ca](mailto:rbiehler@deloitte.ca)

Mr. Rob Biehler, CPA, CA, CIRP  
Senior Vice President,  
Deloitte,  
200-1005 Skyview Drive,  
Burlington, ON L7P 5B1

Dear Mr. Biehler:

**Re: Harvest Ontario Partners Limited Partnership**  
**Re: Harvest Power Mustang Generation Ltd.**  
**Re: Harvest Mustang GP Ltd.**  
**Our file No. 71643**

We confirm your request for a legal opinion in your capacity as Proposal Trustee for the above noted entities with respect to the validity and enforceability of certain documentation and security granted by them in favour of Farm Credit Canada.

It is our understanding that the aforementioned security has been re-assigned on two occasions. The present security holder is Stormfisher Environmental Limited.

**DOCUMENTS EXAMINED:**

In connection with the preparation of this opinion, we have been provided with and have examined the following documentation:

1. Credit Agreement dated May 22, 2012;
2. Credit Agreement – Waiver and Amendment, dated January 30, 2015;
3. Security Agreement dated June 5, 2012, executed by Harvest Ontario Partners Limited Partnership in favour of Farm Credit Canada;
4. General Assignment of Materials Contracts dated June 5, 2012, executed in favour of Farm Credit Canada;
5. Guarantee of Harvest Power Mustang Generation Ltd. dated June 5, 2012;
6. Security Agreement dated February 28, 2012, executed by Harvest Power Mustang Generation Ltd. in favour of Farm Credit Canada;
7. Charge/Mortgage, receipted as ER 811453, 2012 02 28;

8. Assignment of Specific Lease or Leases by Harvest Power Mustang Generation Ltd. in favour of Farm Credit Canada dated June 5, 2012;
9. Assignment of Debt and Security Interest by Farm Credit Canada to 2478223 Ontario Limited, dated August 7, 2015;
10. A further Assignment of Security by 2478223 Ontario Limited to Stormfisher Environmental Limited, dated September 25, 2015.

#### **ASSUMPTIONS AND QUALIFICATIONS:**

1. We assume the genuineness of all signatures and the authenticity of the documents provided.
2. We have relied, without independent verification, upon matters of fact certified by public officials.
3. We have assumed the accuracy and currency of all public records, indices and filing systems where we have searched or inquired or have caused searches or inquires to be made.
4. The enforcement of the security documentation may be limited by bankruptcy, insolvency, debt, moratorium, arrangement, personal property security or other laws generally affecting the enforceability of the creditors' rights and subject to the availability of equitable remedies.
5. No opinion is expressed with respect to the priority of the security position of the secured party, Stormfisher Environmental Limited, vis-à-vis the holder of any competing interest or common law lien.
6. The security documentation has been duly executed and delivered by the debtor companies and constitutes valid and legally binding and enforceable obligations of the debtor companies.

#### **OPINION:**

##### ***Harvest Ontario Partners Limited Partnership***

We have reviewed the document entitled "Security Agreement" issued by Harvest Ontario Partners Limited Partnership (hereinafter referred to as "Partners") in favour of the original secured party, Farm Credit Canada, on or about June 5, 2012.

This security was originally assigned by Farm Credit Canada to 2478223 Ontario Limited on August 7, 2015, and re-assigned by 2478223 Ontario Limited to Stormfisher Environmental Limited, the current secured party, on September 25, 2015.



Pursuant to the terms of that Security Agreement, Partners granted to Farm Credit Canada a security interest in all of the present and after-acquired personal property of this debtor company.

Based on the assumptions and subject to the above qualifications that this security document has been properly executed, we are of the view that it creates an enforceable security interest with respect to the collateral more particularly described therein.

A Financing Statement Form 1C was registered by Farm Credit Canada on May 30, 2012 as No. 2012 0530 1619 1862 0047 for a period of 6 years, expiring on May 30, 2018. It is our view that the registration of this Financing Registration is sufficient to perfect the security interest of the original secured party, Farm Credit Canada, and the assignee, Stormfisher Environmental Limited, to secure the collateral described in this Agreement. The collateral described in this Financing Statement includes inventory, equipment, accounts, other, and motor vehicles.

This Security Agreement constitutes a first charge on the assets described therein, subject to the qualifications set out above.

We also have reviewed a Security Agreement entitled "General Assignment of Material Contracts" also issued by Partners in favour of Farm Credit Canada, on June 5, 2012, which is now held by Stormfisher Environmental Limited. This security is in addition to and not in substitution of the Security Agreement referred to immediately above. Pursuant to the terms of this Security Agreement, Partners assigned all its right, title, estate and interest in the material contracts more particularly described in the security documentation.

Based upon the assumptions and subject to the above qualifications that this security document has been properly executed, we are of the view that it also creates an enforceable security interest with respect to the collateral more particularly described in this document.

Pursuant to Section 45(4) of the Personal Property Security Act, the Financing Statement registered on May 30, 2012 as Number 2012 0530 1619 1862 0047 is also sufficient to perfect the security interest and additional security document entered into between Partners and Farm Credit Canada.

***Harvest Power Mustang Generation Ltd.***

We have reviewed a document entitled "Security Agreement" issued by Harvest Power Mustang Generation Ltd. (hereinafter referred to as "Generation") to Farm Credit Canada on or about February 28, 2012, which is now held by Stormfisher Environmental Limited.

Pursuant to the terms of this security document, Generation granted to Farm Credit Canada a security interest in all the present and after-acquired personal property of this debtor company.

Based on the assumptions and subject to the above qualifications that this security agreement has been properly executed, we are of the view that this document creates an enforceable security interest with respect to the collateral more particularly described therein.

A Financing Statement Form 1C was registered by Farm Credit Canada on August 31, 2011 as Number 2011 0831 0929 1862 7425 for a 6 year time period, expiring on September 1, 2017. The collateral described in this Financing Statement includes inventory, equipment, accounts, other and motor vehicles.

We are of the view that the registration of this Financing Statement is sufficient to perfect the security interest of the original secured party, Farm Credit Canada, and the ultimate assignee, Stormfisher Environmental Limited, in and to the collateral described in the Security Agreement. This security document creates a first charge on the assets described therein, subject to any Purchase Money Security Interest held or claimed by RoyNat Inc. pursuant to a registration effected by that lender on or about December 5, 2012.

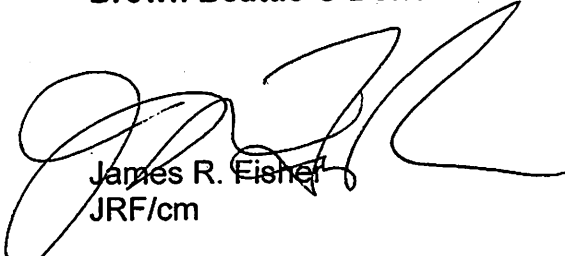
We also note that a Mortgage/Charge was granted in favour of Farm Credit Canada in the principal amount of \$11,000,000.00 on February 28, 2012. This mortgage secures real estate owned by Generation, municipally located at 1087 Green Valley Road, London, Ontario. This mortgage constitutes a first charge on this real estate and is payable on demand.

Finally, we note that Generation also assigned, as additional security to Farm Credit Canada, on June 5, 2012, the 50 year term lease that was put in place between Partners, as Tenant, and Generation, as Landlord. We note that the Assignment of Lessor's Interest in Lease was registered in the Registry Office as Instrument No. ER-827004 on June 5, 2012.

If you have any questions with respect to the foregoing, please do not hesitate to contact the writer.

Yours very truly

**Brown Beattie O'Donovan LLP**



James R. Fisher  
JRF/cm

**TAB D**

District of:  
Division No. - .  
Court No.  
Estate No.

-- FORM 29 --  
Trustee's Report on Cash-Flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash flow of Harvest Mustang GP Ltd., as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by:  the management and employees of the insolvent person or  the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:  management or  the insolvent person for the probable assumptions and preparation and presentation of the projection.

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


- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee



4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

\_FORM 29\_ - Attachment  
Trustee's Report on Cash-flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

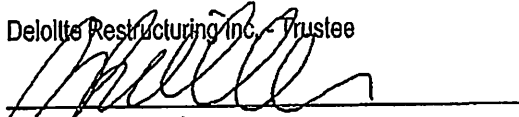
Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee



4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

-- FORM 29 --  
Trustee's Report on Cash-Flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash flow of Harvest Ontario Partners Limited Partnership, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by:  the management and employees of the insolvent person or  the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:  management or  the insolvent person for the probable assumptions and preparation and presentation of the projection.

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

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

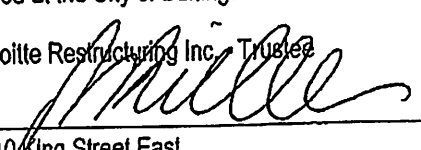
(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc., Trustee

  
4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

FORM 29 - Attachment  
Trustee's Report on Cash-flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

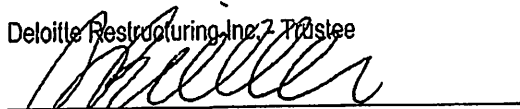
Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. Trustee



4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

-- FORM 29 --  
Trustee's Report on Cash-Flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash flow of Harvest Power Mustang Generation Ltd., as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by:  the management and employees of the insolvent person or  the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:  management or  the insolvent person for the probable assumptions and preparation and presentation of the projection.

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

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

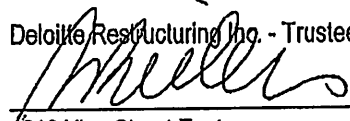
(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee

  
4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601



District of:  
Division No. -  
Court No.  
Estate No.

\_FORM 29\_ - Attachment  
Trustee's Report on Cash-flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee



---

4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041153  
Estate No. 35-2041153

- FORM 30 -  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

The management of Harvest Mustang GP Ltd., have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Town of Carlisle in the Commonwealth of Massachusetts, USA, this 2nd day of October 2015  
Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

  
\_\_\_\_\_  
Harvest Mustang GP Ltd.  
Debtor

Wayne H. Davis, CEO  
\_\_\_\_\_  
Name and title of signing officer

\_\_\_\_\_  
Name and title of signing officer

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041153  
Estate No. 35-2041153

FORM 30 - Attachment  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

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Harvest Mustang GP Ltd.

Consolidated Cash Flow forecast  
Harvest Mustang GP Ltd., Harvest Ontario Partners Limited Partnership, and Harvest Power Mustang Generation Ltd.

Prepared on September 25, 2015

Week Ending:	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	Total
Beginning Cash	127,900	164,900	(89,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	
Receipts	131,200	-	-	-	-	115,000	-	-	-	145,000	-	-	-	145,000	536,200
London Hydro Electricity Generation	22,100	12,600	15,000	13,100	16,600	11,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	208,000
Tip Fees on Inbound Material	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outbound Fertilizer Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	153,300	12,600	15,000	13,100	16,600	126,800	14,600	14,600	14,600	159,600	14,600	14,600	14,600	159,600	744,200
Disbursements	(22,400)	(13,300)	(22,400)	(27,400)	(27,400)	(27,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(156,800)
Payroll	-	(13,300)	-	-	-	-	(13,300)	-	-	-	(13,300)	-	-	-	(59,900)
Insurance	(94,800)	(48,400)	(22,600)	(28,700)	(27,300)	(56,100)	(10,300)	(30,000)	(26,000)	(34,500)	(20,700)	(21,300)	(20,000)	(27,200)	(387,900)
Materials and Equipment	(52,100)	(74,900)	(45,200)	(46,700)	(52,600)	(45,300)	(30,700)	(22,700)	(25,100)	(25,200)	(16,800)	(21,900)	(19,800)	(17,100)	(494,900)
Services and Maintenance	-	(21,700)	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(120,100)
Utilities	(7,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(72,000)
Other Expenses	-	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(169,000)
Expense Contingency	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,420,600)
Disbursements for Operations	-	(90,000)	-	-	(15,000)	-	-	-	-	(95,000)	-	-	-	-	(200,000)
Filing Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	(116,300)	(265,700)	(119,300)	(93,400)	(157,000)	(99,400)	(105,800)	(70,700)	(113,200)	(172,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,640,600)
Ending Cash	164,900	(89,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	(865,800)	(768,500)

Notes and Assumptions:

All amounts in Canadian Dollars

Payments are received from London Hydro for the net of the value of electricity generated by the plant and the costs of power consumption on site. Payments are made at the end of the month, one month in arrears (e.g. the receipt in week ending 9/25 is payment for generation during the month of August). Future months are based on expected plant performance

Tip Fees on Inbound Material are the fees collected from customers who deliver material to the plant. Payments for the next 6 weeks are estimated based on actual customer activity and an average receivables aging. Average performance is used in subsequent weeks

Disbursements for Operations includes go-forward expenses chemicals and consumables (e.g. polymer), required maintenance activities, equipment rental, utility payments (heat, water, and power), and other expenses. All expenses are assumed to be paid cash on delivery



Wayne H. Davis 10/2/15

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041155  
Estate No. 35-2041155

- FORM 30 -  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

The management of Harvest Ontario Partners Limited Partnership, have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes..

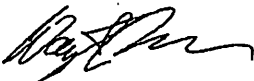
The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.



Town of Carlisle in the Commonwealth of Massachusetts, USA, this 2nd day of October 2015  
Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

  
\_\_\_\_\_  
Harvest Ontario Partners Limited Partnership,  
by its general partner, Harvest Mustang GP  
Ltd., Debtor

Wayne H. Davis, CEO  
\_\_\_\_\_  
Name and title of signing officer

\_\_\_\_\_  
Name and title of signing officer

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041155  
Estate No. 35-2041155

FORM 30 - Attachment  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

---

Harvest Ontario Partners Limited Partnership,  
by its general partner, Harvest Mustang GP  
Ltd., Debtor

**Consolidated Cash flow forecast**  
**Harvest Mustang GP Ltd., Harvest Ontario Partners Limited Partnership, and Harvest Power Mustang Generation Ltd.**

Prepared on September 25, 2015

Week Ending:	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	Total
<b>Beginning Cash</b>	127,900	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(634,700)	(644,800)	(732,500)	(778,500)	(865,800)	
<b>Receipts</b>	131,200	-	-	-	-	115,000	-	-	-	145,000	-	-	-	145,000	536,200
London Hydro Electricity Generation	22,100	12,600	15,000	13,100	16,600	11,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	208,000
Tip Fees on Inbound Material	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outbound Fertilizer Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Receipts</b>	159,300	17,600	15,000	13,100	16,600	126,800	14,600	14,600	14,600	159,600	14,600	14,600	14,600	159,600	744,200
<b>Disbursements</b>	(22,400)	(13,300)	(22,400)	(28,700)	(27,300)	(96,100)	(13,300)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(156,800)
Payroll	-	(13,300)	(22,400)	(28,700)	(27,300)	(96,100)	(13,300)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(89,900)
Insurance	(34,500)	(48,400)	(22,600)	(28,700)	(27,300)	(96,100)	(10,500)	(30,000)	(26,000)	(94,500)	(20,700)	(21,300)	(20,000)	(27,200)	(387,900)
Materials and Equipment	(52,100)	(74,300)	(45,200)	(46,700)	(52,600)	(65,300)	(50,700)	(22,700)	(25,100)	(25,200)	(16,800)	(21,300)	(19,800)	(17,100)	(494,500)
Services and Maintenance	-	(21,700)	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(120,100)
Utilities	(7,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(72,000)
Other Expenses	-	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(169,000)
Expense Contingency	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,440,600)
Disbursements for Operations	-	(90,000)	-	(15,000)	-	-	-	-	-	(95,000)	-	-	-	-	(200,000)
Filing Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Disbursements</b>	(116,300)	(265,700)	(119,300)	(93,400)	(157,000)	(99,400)	(105,800)	(70,700)	(113,200)	(172,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,640,600)
<b>Ending Cash</b>	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(533,100)	(477,000)	(533,100)	(634,700)	(634,700)	(644,800)	(732,500)	(778,500)	(865,800)	(768,500)

**Notes and Assumptions:**

All amounts in Canadian Dollars  
 Payments are received from London Hydro for the net of the value of electricity generated by the plant and the costs of power consumption on site. Payments are made at the end of the month, one month in arrears (e.g. the receipt in week ending 9/25 is payment for generation during the month of August). Future months are based on expected plant performance  
 Tip Fees on Inbound Material are the fees collected from customers who deliver material to the plant. Payments for the next 6 weeks are estimated based on actual customer activity and an average receivables aging. Average performance is used in subsequent weeks  
 Disbursements for Operations includes go-forward expenses chemicals and consumables (e.g. polymer), required maintenance activities, equipment rental, utility payments (heat, water, and power), and other expenses. All expenses are assumed to be paid cash on delivery



Wayne H. Davis 10/2/15

District of: Ontario  
Division No. 6 - London  
Court No. 35-2041155  
Estate No. 35-2041155

- FORM 30 -  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

The management of Harvest Power Mustang Generation Ltd., have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes..

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Town of Carlisle in the Commonwealth of Massachusetts, USA, this ~~10th~~<sup>2nd</sup> day of October 2015  
Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

  
\_\_\_\_\_  
Harvest Power Mustang Generation Ltd.  
Debtor

Wayne H. Davis, CEO  
\_\_\_\_\_  
Name and title of signing officer

\_\_\_\_\_  
Name and title of signing officer



District of: Ontario  
Division No. 5 - London  
Court No. 35-2041155  
Estate No. 35-2041155

FORM 30 - Attachment  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

---

Harvest Power Mustang Generation Ltd.

Consolidated Cash flow forecast  
Harvest Mustang GP Ltd., Harvest Ontario Partners Limited Partnership, and Harvest Power Mustang Generation Ltd.

Prepared on September 25, 2015

Week Ending:	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	Total
Beginning Cash	127,900	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	
Receipts	131,200	-	-	-	-	115,000	-	-	-	145,000	-	-	-	145,000	536,200
London Hydro Electricity Generation	22,100	12,600	15,000	13,100	16,600	11,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	209,000
Tip Fees on Inbound Material	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outbound Fertilizer Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	153,300	12,600	15,000	13,100	16,600	126,800	14,600	14,600	14,600	159,600	14,600	14,600	14,600	159,600	744,200
Disbursements	(22,400)	(13,300)	(22,400)	(28,700)	(27,300)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(156,800)
Payroll	-	(48,400)	(22,600)	(28,700)	(27,300)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(39,900)
Insurance	(34,800)	(48,400)	(22,600)	(28,700)	(27,300)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(387,900)
Materials and Equipment	(52,100)	(74,300)	(45,200)	(46,700)	(52,600)	(45,300)	(90,700)	(22,700)	(25,100)	(25,200)	(16,800)	(21,300)	(20,000)	(27,200)	(494,900)
Services and Maintenance	-	(21,700)	(11,100)	(11,100)	(21,700)	(11,100)	(11,100)	(21,700)	(21,700)	(21,700)	(11,100)	(21,300)	(19,800)	(17,100)	(120,100)
Utilities	(7,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(72,000)
Other Expenses	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,440,600)
Expense Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements for Operations	-	(90,000)	-	-	(15,000)	-	-	-	-	(95,000)	-	-	-	-	(200,000)
Filing Expenses	(116,300)	(265,700)	(119,300)	(93,400)	(157,000)	(99,400)	(105,800)	(70,700)	(113,200)	(172,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,640,600)
Total Disbursements	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	(865,800)	
Ending Cash	127,900	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	

Notes and Assumptions:

All amounts in Canadian Dollars

Payments are received from London Hydro for the net of the value of electricity generated by the plant and the costs of power consumption on site. Payments are made at the end of the month, one month in arrears (e.g. the receipt in week ending 9/25 is payment for generation during the month of August). Future months are based on expected plant performance

Tip Fees on Inbound Material are the fees collected from customers who deliver materials to the plant. Payments for the next 6 weeks are estimated based on actual customer activity and an average receivables aging. Average performance is used in subsequent weeks

Disbursements for Operations includes go-forward expenses chemicals and consumables (e.g. polymer), required maintenance activities, equipment rental, utility payments (heat, water, and power), and other expenses. All expenses are assumed to be paid cash on delivery



Wayne H. Davis 10/2/15

District of:  
Division No. -  
Court No.  
Estate No.

-- FORM 29 --  
Trustee's Report on Cash-Flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash flow of Harvest Mustang GP Ltd., as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by:  the management and employees of the insolvent person or  the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:  management or  the insolvent person for the probable assumptions and preparation and presentation of the projection.

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

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee



4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

FORM 29 - Attachment  
Trustee's Report on Cash-flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee



4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

-- FORM 29 --  
Trustee's Report on Cash-Flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash flow of Harvest Ontario Partners Limited Partnership, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes, has been prepared by the management of the Insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by:  the management and employees of the insolvent person or  the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:  management or  the insolvent person for the probable assumptions and preparation and presentation of the projection.

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

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

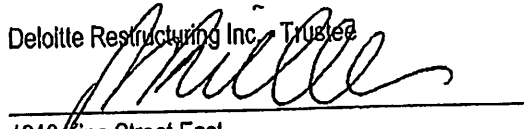
(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. Trustee

  
4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of;  
Division No. -  
Court No.  
Estate No.

\_FORM 29\_ - Attachment  
Trustee's Report on Cash-flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

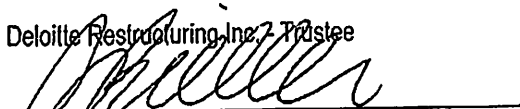
Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. Trustee



4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

-- FORM 29 --  
Trustee's Report on Cash-Flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

The attached statement of projected cash flow of Harvest Power Mustang Generation Ltd., as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by:  the management and employees of the insolvent person or  the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:  management or  the insolvent person for the probable assumptions and preparation and presentation of the projection.

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

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

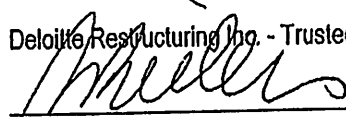
(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee

  
4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601

District of:  
Division No. -  
Court No.  
Estate No.

FORM 29 - Attachment  
Trustee's Report on Cash-flow Statement  
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of Burlington in the Province of Ontario, this 29th day of September 2015.

Deloitte Restructuring Inc. - Trustee



---

4210 King Street East  
Kitchener ON N2P 2G5  
Phone: (866) 299-3328 Fax: (519) 650-7601



District of: Ontario  
Division No. 5 - London  
Court No. 35-2041153  
Estate No. 35-2041153

- FORM 30 -  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

The management of Harvest Mustang GP Ltd., have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.



Town of Carlisle in the Commonwealth of Massachusetts, USA, this 2nd day of October 2015  
Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

  
\_\_\_\_\_  
Harvest Mustang GP Ltd.  
Debtor

Wayne H. Davis, CEO  
\_\_\_\_\_  
Name and title of signing officer

\_\_\_\_\_  
Name and title of signing officer

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041153  
Estate No. 35-2041153

FORM 30 - Attachment  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

---

Harvest Mustang GP Ltd.

Consolidated Cash flow forecast

Harvest Mustang GP Ltd., Harvest Ontario Partners Limited Partnership, and Harvest Power Mustang Generation Ltd.

Prepared on September 25, 2015

Week Ending:	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	Total
Beginning Cash	127,900	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	
<b>Receipts</b>															
London Hydro Electricity Generation	131,200	-	-	-	-	115,000	-	-	-	145,000	-	-	-	145,000	536,200
Tip Fees on Inbound Material	22,100	12,600	15,000	13,100	16,600	11,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	208,000
Outbound Fertilizer Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Receipts</b>	<b>153,300</b>	<b>12,600</b>	<b>15,000</b>	<b>13,100</b>	<b>16,600</b>	<b>126,800</b>	<b>14,600</b>	<b>14,600</b>	<b>14,600</b>	<b>159,600</b>	<b>14,600</b>	<b>14,600</b>	<b>14,600</b>	<b>159,600</b>	<b>744,200</b>
<b>Disbursements</b>															
Payroll	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(156,800)
Insurance	-	(13,300)	-	-	-	-	(13,300)	-	-	-	(13,300)	-	-	-	(39,900)
Materials and Equipment	(34,800)	(48,400)	(22,600)	(28,700)	(27,300)	(36,100)	(10,300)	(30,000)	(26,000)	(34,500)	(20,700)	(21,300)	(20,000)	(27,200)	(387,900)
Services and Maintenance	(52,100)	(74,300)	(45,200)	(46,700)	(52,600)	(45,300)	(30,700)	(22,700)	(25,100)	(25,200)	(16,800)	(21,300)	(19,800)	(17,100)	(494,900)
Utilities	-	(21,700)	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(120,100)
Other Expenses	(7,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(72,000)
Expense Contingency	-	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(169,000)
Disbursements for Operations	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,440,600)
Filing Expenses	-	(90,000)	-	-	(15,000)	-	-	-	-	(95,000)	-	-	-	-	(200,000)
<b>Total Disbursements</b>	<b>(116,300)</b>	<b>(265,700)</b>	<b>(119,300)</b>	<b>(93,400)</b>	<b>(157,000)</b>	<b>(99,400)</b>	<b>(105,800)</b>	<b>(70,700)</b>	<b>(113,200)</b>	<b>(172,700)</b>	<b>(102,300)</b>	<b>(60,600)</b>	<b>(101,900)</b>	<b>(62,300)</b>	<b>(1,640,600)</b>
<b>Ending Cash</b>	<b>164,900</b>	<b>(88,200)</b>	<b>(192,500)</b>	<b>(272,800)</b>	<b>(413,200)</b>	<b>(385,800)</b>	<b>(477,000)</b>	<b>(533,100)</b>	<b>(631,700)</b>	<b>(644,800)</b>	<b>(732,500)</b>	<b>(778,500)</b>	<b>(865,800)</b>	<b>(768,500)</b>	


Notes and Assumptions:

All amounts in Canadian Dollars

Payments are received from London Hydro for the net of the value of electricity generated by the plant and the costs of power consumption on site. Payments are made at the end of the month, one month in arrears (e.g. the receipt in week ending 9/25 is payment for generation during the month of August). Future months are based on expected plant performance

Tip Fees on Inbound Material are the fees collected from customers who deliver materials to the plant. Payments for the next 6 weeks are estimated based on actual customer activity and an average receivables aging. Average performance is used in subsequent weeks

Disbursements for Operations includes go-forward expenses chemicals and consumables (e.g. polymer), required maintenance activities, equipment rental, utility payments (heat, water, and power), and other expenses. All expenses are assumed to be paid cash on delivery

  
Wayne H. Davis 10/2/15

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041155  
Estate No. 35-2041155

- FORM 30 -  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

The management of Harvest Ontario Partners Limited Partnership, have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes..


The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.



Town of Carlisle in the Commonwealth of Massachusetts, USA, this 2nd day of October 2015  
Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

  
\_\_\_\_\_  
Harvest Ontario Partners Limited Partnership,  
by its general partner, Harvest Mustang GP  
Ltd., Debtor

Wayne H. Davis, CEO  
\_\_\_\_\_  
Name and title of signing officer

\_\_\_\_\_  
Name and title of signing officer

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041155  
Estate No. 35-2041155

FORM 30 - Attachment  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

---

Harvest Ontario Partners Limited Partnership,  
by its general partner, Harvest Mustang GP  
Ltd., Debtor

Consolidated Cash flow forecast

Harvest Mustang GP Ltd., Harvest Ontario Partners Limited Partnership, and Harvest Power Mustang Generation Ltd.

Prepared on September 25, 2015

Week Ending:	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	Total
Beginning Cash	127,900	164,900	(88,200)	(192,500)	(272,800)	(413,200)	(385,800)	(477,000)	(533,100)	(631,700)	(644,800)	(732,500)	(778,500)	(865,800)	
<b>Receipts</b>															
London Hydro Electricity Generation	131,200	-	-	-	-	115,000	-	-	-	145,000	-	-	-	145,000	536,200
Tip Fees on Inbound Material	22,100	12,600	15,000	13,100	16,600	11,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	208,000
Outbound Fertilizer Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Receipts</b>	<b>153,300</b>	<b>12,600</b>	<b>15,000</b>	<b>13,100</b>	<b>16,600</b>	<b>126,800</b>	<b>14,600</b>	<b>14,600</b>	<b>14,600</b>	<b>159,600</b>	<b>14,600</b>	<b>14,600</b>	<b>14,600</b>	<b>159,600</b>	<b>744,200</b>
<b>Disbursements</b>															
Payroll	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(22,400)	-	(156,800)
Insurance	-	(13,500)	-	-	-	-	(13,300)	-	-	-	(13,300)	-	-	-	(39,900)
Materials and Equipment	(34,500)	(48,400)	(22,600)	(28,700)	(27,300)	(36,100)	(10,300)	(30,000)	(26,000)	(34,500)	(20,700)	(21,300)	(20,000)	(27,200)	(387,900)
Services and Maintenance	(52,100)	(74,300)	(45,200)	(46,700)	(52,600)	(45,300)	(30,700)	(22,700)	(25,100)	(25,200)	(16,800)	(21,300)	(19,800)	(17,100)	(494,900)
Utilities	-	(21,700)	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(120,100)
Other Expenses	(7,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(72,000)
Expense Contingency	-	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(169,000)
Disbursements for Operations	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,440,600)
Filing Expenses	-	(90,000)	-	-	(15,000)	-	-	-	-	(95,000)	-	-	-	-	(200,000)
<b>Total Disbursements</b>	<b>(116,300)</b>	<b>(265,700)</b>	<b>(119,300)</b>	<b>(93,400)</b>	<b>(157,000)</b>	<b>(99,400)</b>	<b>(105,800)</b>	<b>(70,700)</b>	<b>(113,200)</b>	<b>(172,700)</b>	<b>(102,300)</b>	<b>(60,600)</b>	<b>(101,900)</b>	<b>(62,300)</b>	<b>(1,640,600)</b>
<b>Ending Cash</b>	<b>164,900</b>	<b>(88,200)</b>	<b>(192,500)</b>	<b>(272,800)</b>	<b>(413,200)</b>	<b>(385,800)</b>	<b>(477,000)</b>	<b>(533,100)</b>	<b>(631,700)</b>	<b>(644,800)</b>	<b>(732,500)</b>	<b>(778,500)</b>	<b>(865,800)</b>	<b>(768,500)</b>	

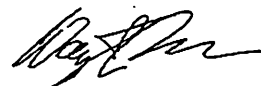
Notes and Assumptions:

All amounts in Canadian Dollars

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Tip Fees on Inbound Material are the fees collected from customers who deliver materials to the plant. Payments for the next 6 weeks are estimated based on actual customer activity and an average receivables aging. Average performance is used in subsequent weeks

Disbursements for Operations includes go-forward expenses chemicals and consumables (e.g. polymer), required maintenance activities, equipment rental, utility payments (heat, water, and power), and other expenses. All expenses are assumed to be paid cash on delivery

  
Wayne H. Davis 10/2/15

District of: Ontario  
Division No. 6 - London  
Court No. 35-2041155  
Estate No. 35-2041155

- FORM 30 -  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)


The management of Harvest Power Mustang Generation Ltd., have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 25th day of September 2015, consisting of the schedule of cash inflows and outflows, enclosed for reference purposes..

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

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

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Town of Carlisle in the Commonwealth of Massachusetts, USA, this 2nd day of October 2015  
Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

  
\_\_\_\_\_  
Harvest Power Mustang Generation Ltd.  
Debtor

Wayne H. Davis, CEO  
\_\_\_\_\_  
Name and title of signing officer

\_\_\_\_\_  
Name and title of signing officer

District of: Ontario  
Division No. 5 - London  
Court No. 35-2041155  
Estate No. 35-2041155

FORM 30 - Attachment  
Report on Cash-Flow Statement by the Person Making the Proposal  
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

Purpose:

Described in the notes attached

Projection Notes:

Described in the notes attached

Assumptions:

Described in the notes attached

Dated at the City of London in the Province of Ontario, this 29th day of September 2015.

---

Harvest Power Mustang Generation Ltd.



Consolidated Cash flow forecast  
Harvest Mustang GP Ltd., Harvest Ontario Partners Limited Partnership, and Harvest Power Mustang Generation Ltd.

Prepared on September 25, 2015

Week Ending:	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	Total
Beginning Cash	127,900	164,900	88,200	192,500	272,800	413,200	593,100	477,000	651,700	651,700	644,800	733,500	778,500	865,800	
Receipts	131,200	-	-	-	-	115,000	-	-	145,000	145,000	-	-	-	145,000	536,200
London Hydro Electricity Generation	22,100	12,600	15,000	13,100	16,600	11,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	208,000
Tip Fees on Inbound Material	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outbound Fertilizer Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	153,300	12,600	15,000	13,100	16,600	116,800	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	159,600
Disbursements	(22,400)	(13,300)	(22,400)	(28,700)	(27,300)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(22,400)	(156,800)
Payroll	-	(13,300)	-	-	-	-	(13,300)	-	-	-	(13,300)	-	-	-	(39,900)
Insurance	(34,800)	(48,400)	(22,600)	(28,700)	(27,300)	(36,100)	(30,300)	(30,000)	(26,000)	(34,500)	(20,700)	(21,300)	(20,000)	(27,200)	(387,900)
Materials and Equipment	(52,100)	(74,300)	(45,200)	(46,700)	(52,600)	(45,300)	(30,700)	(22,700)	(25,100)	(25,200)	(16,800)	(21,300)	(19,900)	(17,100)	(494,900)
Services and Maintenance	-	(21,700)	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(11,100)	-	(21,700)	-	(120,100)
Utilities	(7,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(72,000)
Other Expenses	-	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)	(169,000)
Expense Contingency	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,440,600)
Disbursements for Operations	-	(90,000)	-	-	(15,000)	-	-	-	-	(95,000)	-	-	-	-	(200,000)
Filing Expenses	(116,300)	(175,700)	(119,300)	(93,400)	(142,000)	(99,400)	(105,800)	(70,700)	(113,200)	(77,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,640,600)
Total Disbursements	(116,300)	(265,700)	(119,300)	(93,400)	(157,000)	(99,400)	(105,800)	(70,700)	(113,200)	(172,700)	(102,300)	(60,600)	(101,900)	(62,300)	(1,640,600)
Ending Cash	164,900	88,200	192,500	272,800	413,200	593,100	477,000	533,100	651,700	651,700	644,800	733,500	778,500	865,800	765,500

Notes and Assumptions:

All amounts in Canadian Dollars

Payments are received from London Hydro for the net of the value of electricity generated by the plant and the costs of power consumption on site. Payments are made at the end of the month, one month in arrears (e.g. the receipt in week ending 9/25 is payment for generation during the month of August). Future months are based on expected plant performance

Tip Fees on Inbound Material are the fees collected from customers who deliver materials to the plant. Payments for the next 6 weeks are estimated based on actual customer activity and an average receivables aging. Average performance is used in subsequent weeks

Disbursements for Operations includes go-forward expenses chemicals and consumables (e.g. polymer), required maintenance activities, equipment rental, utility payments (heat, water, and power), and other expenses. All expenses are assumed to be paid cash on delivery



Wayne H. Davis 10/2/15

# TAB E

## INTERIM FINANCING TERM SHEET

Dated as of October , 2015

**WHEREAS** the Borrowers (as defined below) have requested that the DIP Lender (as defined below) provide financing to fund certain of the Borrowers' obligations during the pendency of the Borrowers' proceedings (the "**BIA Proceedings**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") commenced before the Ontario Superior Court of Justice, in Bankruptcy (the "**Court**"), and in accordance with the terms and conditions set out herein;

**AND WHEREAS** the DIP Lender has agreed to provide financing in order to fund certain obligations of the Borrowers in the context of their BIA Proceedings in accordance with the terms set out herein;

**NOW THEREFORE** the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **BORROWERS:** Harvest Ontario Partners LP, Harvest Mustang GP Ltd. and Harvest Power Mustang Generation Ltd. (collectively the "**Borrowers**").
2. **DIP LENDER:** StormFisher Environmental Ltd. (in its capacity as lender under the Interim Financing Term Sheet, the "**DIP Lender**").
3. **DEFINED TERMS:** Capitalized terms used in this Interim Financing Term Sheet have the meanings given thereto in Schedule A
4. **PURPOSE:** To provide for the short-term liquidity needs of the Borrowers pursuant to the Cash Flow while under BIA protection and as more fully set forth herein.
5. **ADVANCES AND MAXIMUM AMOUNT:** A super priority (debtor-in-possession), non-revolving credit facility (the "**DIP Facility**") in an amount not exceeding the principal amount of \$1,000,000 (the "**Maximum Amount**"). All advances shall be deposited to the Deposit Account in accordance with Section 14 hereof, and utilized by the Borrowers in accordance with the terms hereof.
6. **STATUS OF FACILITIES EXISTING CREDIT:** The DIP Lender and the Borrowers acknowledge and agree that, as at the Filing Date, the Borrowers are indebted to StormFisher Environmental Ltd. ("**SFE**") in the amount of approximately \$10,000,000 inclusive of interest and costs, and secured by a charge on all of the assets of Harvest Ontario Partners LP and Harvest

Power Mustang Generation Ltd.

**7. CONDITIONS PRECEDENT  
TO ADVANCES UNDER THE  
DIP FACILITY**

The DIP Lender's agreement to make advances to the Borrower is subject to the satisfaction of the following conditions:

1. The Court shall have issued the Interim Financing Approval Order on or before October 20, 2015, substantially in the form approved by the DIP Lender, approving this Interim Financing Term Sheet and the DIP Facility and granting the DIP Lender a charge (the "**DIP Lender's Charge**") on all of the Collateral and securing all obligations owing by the Borrowers to the DIP Lender hereunder including, without limitation, all principal, interest, fees and expenses and Interim Financing Fees and Expenses (collectively, the "**Interim Financing Obligations**"), which shall have priority over Liens with the exception of Permitted Charges, and such Interim Financing Approval Order shall not have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in a way that adversely impacts the rights and interests of the DIP Lender in a material manner, without the consent of the DIP Lender.
2. The DIP Lender shall have received from the Borrowers a detailed budget which is satisfactory to and has been approved by the DIP Lender in its sole and absolute discretion (as approved by the DIP Lender, the "**Cash Flow**"). Without limiting the DIP Lender's unfettered discretion to approve the detailed budget, the DIP Lender shall have no obligation whatsoever to approve such budget if it forecasts advances to the Borrowers under the DIP Facility exceeding the Maximum Amount at any time;
3. Each advance shall not, if advanced to the Borrowers, cause the aggregate amount of all outstanding advances under the DIP Facility to exceed the Maximum Amount and shall not cause the cumulative borrowings outstanding under the DIP Facility to materially exceed the forecasted cumulative borrowings outstanding as shown on the Cash Flow for the week in which

such advance is made;

4. All Interim Financing Fees and Expenses for which invoices have been provided to the Borrowers shall have been paid, or will be paid from the proceeds of the requested advance within such period of time as is acceptable to the DIP Lender in its discretion;
5. No Default or Event of Default has occurred or will occur as a result of the requested advance;
6. The Borrowers' motion materials in connection with its motion for both the Interim Financing Approval Order and the Sales Process Order shall be satisfactory to the DIP Lender and such applications shall be brought before the Court on or before October 20, 2015, on notice to all parties on the service list in connection with the BIA Proceedings and to such other parties as maybe required by the DIP Lender;
7. The Court shall have issued:
  - (a) an order (the "**Interim Financing Approval Order**"), in form and substance acceptable to the DIP Lender, providing that the DIP Lender's Charge shall have priority over all Liens, other than:
    - (i) an administration charge on the Collateral in an aggregate amount not to exceed \$150,000 (the "**Administration Charge**"); and
    - (ii) a charge on the Collateral in an amount not to exceed \$2 million to partially secure the indemnity granted to the Borrowers' directors and officers under the Interim Financing Approval Order with respect to uninsured liability incurred by the Borrowers' directors and officers as a result of failure of the Lender to comply with the terms of this Agreement (the "**Directors' Charge**");
  - (b) an order (the "**Sales Process Order**"), in

form and substance acceptable to the DIP Lender, providing for the Borrowers with the assistance of the Trustee to run the Sales Process and approving the Stalking Horse Bid as a stalking horse in the Sales Process.

8. Neither the Interim Financing Approval Order nor the Sales Process Order shall have been stayed, vacated or otherwise caused to be ineffective or amended, restated or modified in a manner that adversely impacts the rights and interests of the DIP Lender in a material manner, without the consent of the DIP Lender; and
9. There are no Liens ranking in priority to the DIP Lender's Charge, other than the Priority Charges.
10. For greater certainty, the DIP Lender shall not be obligated to advance or otherwise make available any funds pursuant to this Interim Financing Term Sheet unless and until all of the foregoing conditions have been satisfied and all of the foregoing documentation and confirmations have been obtained, each in form and content satisfactory to the DIP Lender.

**8. COSTS AND EXPENSES:**

The Borrowers shall pay all of the DIP Lender's reasonable legal fees and out-of-pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the DIP Facility, the DIP Lender's Charge or the BIA Proceedings (collectively, the "**Interim Financing Fees and Expenses**").

**9. DIP LENDER'S CHARGE:**

The Interim Financing Obligations shall be secured by the DIP Lender's Charge.

Following the issuance of the Interim Financing Approval Order, the DIP Lender's Charge shall constitute a Lien, subordinate only to the Priority Charges. Notwithstanding the foregoing, and subject to the concluding sentence of this paragraph, no proceeds of any advance may be used to (a) investigate, object to or challenge in any way any claims of the DIP Lender against any of the Borrowers in respect of the DIP Facility or of FCC, 247 or SFE under the Pre-Filing Secured Credit Agreements, or (b) investigate, object to

or challenge in any way the validity or enforceability of the Interim Financing Approval Order. Nothing in this paragraph shall restrict the Borrowers or the Trustee, including the engagement by the Trustee of independent legal counsel, from assessing the validity and enforceability of the Existing Liens in respect of advances under the Pre-Filing Secured Credit Agreements and paying the fees, costs and expenses thereof, as applicable

**10. CASH MANAGEMENT SYSTEM:**

Subject to the Cash Flow and other limitations set forth herein, the Borrowers may only request and apply advances under the DIP Facility through the Borrowers' existing cash management system or otherwise as agreed to with the DIP Lender. Except as set out in the Cash Flow, the Borrowers shall not effect, and shall not permit to occur, any distribution of funds (whether from proceeds of the DIP Facility advances or otherwise) from the Borrowers to any subsidiary or affiliate that is not a Borrower.

**11. TRUSTEE:**

The trustee in the BIA Proceedings is Deloitte or such other trustee as may be consented to by the DIP Lender (the "Trustee"). The Trustee shall be authorized to have direct discussions with the DIP Lender, and the DIP Lender shall be entitled to receive information from the Trustee as may be reasonably requested by the DIP Lender from time to time.

**12. REPAYMENT:**

The advances under the DIP Facility shall be repayable in full on the earlier of: (i) the occurrence of an Event of Default; (ii) the implementation of a proposal to creditors within the BIA Proceedings (a "Proposal") which has been approved by the requisite majorities of the Borrowers' creditors and by order entered by the Court; (iii) conversion of the BIA Proceedings into a bankruptcy under the BIA; (iv) the sale of all or substantially all of the Collateral; and (v) six months from the Filing Date (the earliest of such dates being the "Maturity Date"). The Maturity Date may be extended from time to time at the request of the Borrowers and with the prior written consent of the DIP Lender for such period and on such terms and conditions as the Borrowers and the DIP Lender may agree.

The commitment in respect of the DIP Facility advances shall expire on the Maturity Date (as may be extended pursuant to the terms hereof) and all amounts

outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date (as may be extended pursuant to the terms hereof), without the DIP Lender being required to make demand upon the Borrowers or to give notice that the DIP Facility has expired and the obligations are due and payable. The order of the Court sanctioning any Proposal shall not discharge or otherwise affect in any way any of the obligations of the Borrowers to the DIP Lender under the Interim Financing Term Sheet or the DIP Facility, other than after the permanent and indefeasible payment in cash to the DIP Lender of all obligations under the DIP Facility on or before the date such Proposal is implemented.

**13. CASH FLOW:**

Following issuance of the Interim Financing Approval Order, on a weekly basis, on or before 12:00 p.m. EST each Wednesday, the Borrower will provide the DIP Lender with (i) an updated weekly Cash Flow, in reasonably similar form to and, unless otherwise agreed by the Borrowers and the DIP Lender, for a period of time equivalent to that referenced in the Cash Flow (as updated, the “**Updated Cash Flow**”) describing the Borrowers’ updated cash flow requirements, which must be prepared by the Borrowers in good faith and reviewed by the Trustee; and (ii) for the two-week period ending the immediately preceding Friday, a report comparing actual cash flow to the most recent Cash Flow (as defined below). If the DIP Lender determines that an Updated Cash Flow has resulted in the occurrence of an Event of Default, the DIP Lender shall provide written notice to the Borrowers and the Trustee stating that the Updated Cash Flow has resulted in the occurrence of an Event of Default by the close of business on the first Business Day following receipt of such Updated Cash Flow, failing which such Updated Cash Flow shall be deemed not to have resulted in the occurrence of an Event of Default. The initial Cash Flow and thereafter the latest Updated Cash Flow for which no notice of an Event of Default has been given by the DIP Lender in accordance with this Section 13 shall be the “**Cash Flow**” for the purpose of this Interim Financing Term Sheet.

**14. AVAILABILITY UNDER THE DIP FACILITY:**

All advances will be in multiples of \$50,000. All advances shall be deposited into the Deposit Account. The Deposit Account shall be subject to the DIP Lender’s Charge.



Notwithstanding the foregoing, to the extent that an emergency cash need arises in respect of any Borrower that is not contemplated in the Cash Flow, the Borrowers may request an advance from the DIP Lender by providing written particulars relating to such emergency cash need, which advance shall only be permitted with the prior written consent of the DIP Lender, in its sole and absolute discretion. If such requested emergency advance is so consented to by the DIP Lender, such advance shall be made from the DIP Facility and deposited into the Deposit Account.

**15. USE OF DIP FACILITY:**

The Borrower is authorized to use DIP Facility advances: (i) to provide working capital and for other general corporate purposes of the Borrower as provided in the approved cash flow budgets; (ii) to make payments in compliance with the Interim Financing Approval Order; and (iii) to pay the fees and expenses of the Borrowers' legal counsel, the Trustee, the Trustee's legal counsel, the DIP Lender's legal counsel, and such other agents, advisors and consultants of the Borrowers as provided for in the Cash Flow, in each case of the foregoing paragraphs (i) to (iii), consistent with the Cash Flow in all material respects to the extent reasonably practicable in the circumstances; provided that no DIP Facility advances or the Collateral shall be used other than in accordance with this Interim Financing Term Sheet unless otherwise agreed in writing by the DIP Lender.

**16. EVIDENCE OF INDEBTEDNESS:**

The DIP Lender's accounts and records constitute, in the absence of manifest error, prima facie evidence of the indebtedness of the Borrowers to the DIP Lender pursuant to the DIP Facility.

**17. FEES & INTEREST RATE:**

Advances under the DIP Facility shall bear interest at 10% per annum. Interest on advances made under the DIP Facility shall accrue monthly in arrears and be paid to the DIP Lender on the last day of each month.

The Borrowers shall pay the DIP Lender a fee equal to 2% of the Maximum Amount, which fee shall be earned by the DIP Lender upon acceptance of this Interim Financing Term Sheet by the Borrowers and issuance by the Court of the Interim Financing Approval Order and payable by the Borrowers from the initial advance.

**18. MANDATORY**

Unless otherwise consented to in writing by the DIP

**REPAYMENTS:**

Lender, advances to the Borrowers shall be forthwith repaid and the Maximum Amount shall be permanently reduced: (i) upon a sale of any of the Collateral out of the ordinary course of business, in an amount equal to the cash proceeds of such sale, net of reasonable costs and closing adjustments; (ii) upon receipt by any of the Borrowers of insurance proceeds with respect to the Collateral; and (iii) upon receipt by any of the Borrowers of a refund or payment on account of Taxes from any Governmental Entity.

**19. REPRESENTATIONS AND WARRANTIES:**

Each of the Borrowers represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this Interim Financing Term Sheet and the Interim Financing Security, as follows:

- (a) Subject to obtaining the Interim Financing Approval Order, the transactions contemplated by this Interim Financing Term Sheet:
  - (i) are within the powers of each of the Borrowers;
  - (ii) have been duly authorized by all necessary corporate approval of each of the Borrowers;
  - (iii) have been duly executed and delivered by or on behalf of each of the Borrowers;
  - (iv) constitute legal, valid and binding obligations of each of the Borrowers; and
  - (v) do not require the consent or approval of, registration or filing with, or any other action by, any governmental authority, other than filings which may be made to register or otherwise record the DIP Lender's Charge or the Interim Financing Security.
  
- (b) The Borrower's indebtedness and obligations under the Pre-Filing Credit Agreements is due and owing in accordance with its terms, subject to the stay created by the commencement of the BIA Proceedings, and the Borrowers have no defences, counterclaims or rights of set-off or reduction to the amount claimed by SFE

thereunder. The Existing Liens are valid, binding and enforceable in accordance with their terms and the Borrowers have no defences, counterclaims or rights of set-off or reduction to the amount claimed by SFE thereunder.

The DIP Lender represents and warrants to the Borrowers, upon which the Borrowers rely in entering into this Interim Financing Term Sheet and the Interim Financing Security, that the performance of the DIP Lender's obligations hereunder are within the DIP Lender's corporate powers and have been duly authorized by all necessary corporate action, as applicable.

**20. AFFIRMATIVE COVENANTS:**

In addition to all of the other covenants and obligations contained herein, the Borrowers covenant and agree to perform and do each of the following until the advances under the DIP Facility is permanently and indefeasibly repaid in full and terminated:

1. Allow the DIP Lender or its agents and advisors, at any time, to enter on and inspect each of the Borrowers' assets and properties, and provide the DIP Lender and its agents or advisors, on reasonable notice and during normal business hours, full access to the books and records of the Borrowers' and cause management thereof to fully cooperate with the DIP Lender, its agents and advisors.
2. Deliver to the DIP Lender the Updated Cash Flow as and when set out herein, and such other reporting and other information from time to time reasonably requested by the DIP Lender. Without limiting the foregoing, the Borrowers shall use commercially reasonable efforts to deliver to the DIP Lender copies of any financial reporting provided to the Trustee in a timely manner and forthwith provide to the DIP Lender any reports or commentary received from the Trustee regarding the financial position of the Borrowers.
3. Use advances under the DIP Facility only for the purposes described in Section 15, and in a manner consistent with the restrictions set out

herein.

4. Comply with the provisions of the court orders made in the BIA Proceedings applicable to the Borrowers (collectively, the “**Restructuring Court Orders**” and each a “**Restructuring Court Order**”); provided that if any such Restructuring Court Order contravenes this Interim Financing Term Sheet or any of the Interim Financing Security so as to adversely impact the rights or interests of the DIP Lender in a material manner, the same shall be an Event of Default hereunder.
5. Use commercially reasonable efforts consistent with the Cash Flow to (i) maintain the insurance, in existence as at the date hereof, with respect to the Collateral subject to the DIP Lender’s Charge, or (ii) where such insurance has expired, replace it with insurance on customary, commercially reasonable terms.
6. Conduct all activities in a manner consistent with the Cash Flow.
7. Forthwith notify the DIP Lender of the occurrence of any Default or Event of Default.
8. Assist the Trustee in carrying out the Sales Process pursuant to the Sales Process Order;
9. Unless such payments are first approved by the DIP Lender, the Borrowers shall not:
  - (a) pay any termination or severance payments to any employees or former employees of the Borrowers, provided that, for greater certainty, the DIP Lender agrees that the Borrowers shall be permitted to pay all unpaid wages, salary, employee compensation and accrued vacation pay to employees of the Borrowers who are terminated during the BIA Proceedings;
  - (b) make any payments by way of a “key employee retention plan”, grant or seek approval of any other priority charge in

favour of their employees; or

10. increase compensation or other benefits or pay any bonuses, to any employees or former employees.

**21. NEGATIVE COVENANTS:**

The Borrowers covenant and agree not to do the following, other than with the prior written consent of the DIP Lender:

1. Transfer, lease or otherwise dispose of all or any part of its Collateral out of the ordinary course of business without the prior written consent of the DIP Lender or the Court. For greater certainty, in the case of any transfer, lease, sale or other disposition of any property, assets or undertaking of the Borrowers, or any affiliates or subsidiaries thereof, all proceeds of such transfer, lease, sale or other disposition shall be subject to the provisions herein under Section 18.
  - (a) Make any payment of principal or interest in respect of any pre-filing debt or obligation other than as may be permitted by a Restructuring Court Order that does not result in an Event of Default, and is provided for in the Cash Flow.
  - (b) Create or permit to exist indebtedness for borrowed money other than pre-filing debt, debt contemplated by this Interim Financing Term Sheet and post-filing trade payables.
  - (c) Make any payments not reasonably consistent with the Cash Flow.
  - (d) Create, permit to exist or seek or support a motion by another party to provide to any third party a Lien on the Collateral which is senior to or *pari passu* with the DIP Lender's Charge, other than the Permitted Priority Liens.
  - (e) Change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity.
  - (f) Initiate communications with the OPA, MoE and all other regulatory bodies regarding the business of the Borrowers without first obtaining the

written consent of the DIP Lender, which consent shall not be unreasonably withheld. For greater certainty, nothing herein shall prevent the Borrowers from responding to enquiries from OPA or MoE, nor from complying with any positive reporting or other communications obligations which the Borrowers may have to OPA or MoE under the RESOP contract, the MoE permits or approvals or applicable law.

- (g) Materially change the manner in which the business of the Borrowers is carried on, including any change in material suppliers.

## 22. EVENTS OF DEFAULT:

The occurrence of any one or more of the following events shall constitute an event of default (“Event of Default”) under this Interim Financing Term Sheet:

1. except as consented to by the DIP Lender, the issuance of an order of the Court (including any Restructuring Court Order) or any other court of competent jurisdiction:
  - (i) dismissing the BIA Proceedings or lifting the stay in the BIA Proceedings to permit (A) the enforcement of any Lien against the Borrowers or any of the other Borrowers, or a material portion of their property, assets or undertaking, or (B) the appointment of a receiver and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against the Borrowers;
  - (ii) granting any Lien which is senior to or *pari passu* with the DIP Lender’s Charge, other than the Priority Charges;
  - (iii) staying, reversing, vacating or otherwise modifying the Interim Financing Approval Order or any Restructuring Court Order in a manner adverse to the interests of the DIP Lender;
  - (iv) adversely impacting the rights and interests of the DIP Lender in a material manner, without the prior written consent of the DIP Lender; or
  - (v) directing the Borrowers to pay any

postemployment benefits, amortization payments, special payment, solvency deficiencies or wind-up shortfalls in relation to any pension plan;

2. the filing of any pleading by any Borrower seeking any of the matters set forth in clause 1 above or failure of the Borrowers to diligently oppose any party that brings an application or motion for the relief set out in paragraph 1 above and/or fails to secure the dismissal of such motion or application within 60 days from the date such application or motion is brought, except in each case as consented to by the DIP Lender;
- (b) if, on or before October 20, 2015, a Cash Flow has not been approved by the DIP Lender or the Interim Financing Approval Order has not been issued by the Court;
- (c) failure of any of the Borrowers to comply with any negative covenants in this Interim Financing Term Sheet;
- (d) a Restructuring Court Order is made, a liability that is not stayed arises or an event occurs, including any change in the business, assets, or conditions (financial or otherwise), of any of the Borrowers, that will in the DIP Lender's judgment, acting reasonably, materially further impair the Borrowers' financial condition or ability to comply with its obligations under this Interim Financing Term Sheet or any Restructuring Court Order or carry out a Proposal or Restructuring Option reasonably acceptable to the DIP Lender (a "**Material Adverse Change**");
- (e) any representation or warranty by the Borrowers herein shall be incorrect or misleading in any material respect when made;
- (f) principal borrowings under the DIP Facility exceed the Maximum Amount at any time without the prior consent of the DIP Lender;
- (g) any material violation or breach of any Restructuring Court Order by the Borrowers;
- (h) any proceeding, motion or application is

commenced or filed by any of the Borrowers, or if commenced by another party, supported or otherwise consented to by any Borrower, seeking the invalidation, subordination or otherwise challenging of the terms of the DIP Facility, the DIP Lender's Charge or this Interim Financing Term Sheet, or, unless the Proposal or Restructuring Option provides for repayment in full of the Interim Financing Obligations, the approval of any Proposal or Restructuring Option which does not have the prior written consent of the DIP Lender;

- (i) any Proposal is sanctioned or any Restructuring Option is consummated by any of the Borrowers that is not consistent with or contravenes any provision of this Interim Financing Term Sheet in a manner that is adverse to the interests of the DIP Lender or would reasonably be expected to adversely affect the interests of the DIP Lender, unless the DIP Lender has consented thereto;
- (j) except as set out in the Cash Flow, or as otherwise agreed to in writing by the DIP Lender, any of the Borrowers are required by any Governmental Entity to make any material expenditures or pay any material damages, fines, claims, costs or expenses to remediate, or in respect of, any Environmental Liabilities, and such requirement is not stayed by a Restructuring Court Order;
- (k) if the Borrowers pay or agree to pay any of the legal, consulting or other professional fees and/or disbursements incurred by any other party in the BIA Proceedings without the prior consent of the DIP Lender, other than the Interim Financing Fees and Expenses and the professional fees and disbursements of the Borrowers' counsel the Trustee and the Trustee's legal counsel; and
- (l) failure of any Borrowers to perform or comply with any other term or covenant under this Interim Financing Term Sheet.

### **23. REMEDIES:**

Upon the occurrence of an Event of Default, and subject to the Restructuring Court Orders, the DIP Lender may, in its sole discretion, elect to terminate the DIP Lender's commitments to make advances under the DIP Facility



to the Borrowers hereunder and declare the Interim Financing Obligations to be immediately due and payable and cease making any further advances under the DIP Facility. Without limiting the foregoing remedies, upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, elect to permanently reduce the Maximum Amount. In addition, upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, subject to any Restructuring Court Order:

- (a) apply to a court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral, or for the appointment of a trustee in bankruptcy of the Borrowers;
- (b) set-off or combine any amounts then owing by the DIP Lender to the Borrowers against the obligations of any of the Borrowers to the DIP Lender hereunder;
- (c) apply to the Court for an order, on terms satisfactory to the Trustee and the DIP Lender, providing the Trustee with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the BIA Proceedings;
- (d) subject to obtaining prior approval from the Court, exercise the powers and rights of a secured party under the *Personal Property Security Act* (Ontario) or any legislation of similar effect; and
- (e) subject to obtaining prior approval from the Court, exercise all such other rights and remedies under the Restructuring Court Orders and applicable law.

**24. DIP LENDER'S APPROVALS:**

Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of electronic mail, by the DIP Lender, or its counsel, pursuant to the terms hereof.

**25. TERMINATION BY BORROWERS:**

At any time following the indefeasible payment in full in immediately available funds of all of the outstanding Interim Financing Obligations, the Borrowers shall be

entitled to terminate this Interim Financing Term Sheet upon notice to the DIP Lender. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lender under this Interim Financing Term Sheet shall cease.

**26. TAXES:**

All payments by the Borrowers under this Interim Financing Term Sheet to the DIP Lender, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively "**Taxes**"); provided, however, that if any Taxes are required by applicable law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lender hereunder, the amount so payable to the DIP Lender shall be increased to the extent necessary to yield to the DIP Lender on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Borrowers shall provide evidence satisfactory to the DIP Lender that the Taxes have been so withheld and remitted.

**27. FURTHER ASSURANCES:**

The Borrowers shall, at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates and declarations) and things as the DIP Lender may reasonably request for the purpose of giving effect to this Interim Financing Term Sheet.

**28. ENTIRE AGREEMENT;  
CONFLICT:**

This Interim Financing Term Sheet, including the schedules hereto, constitute the entire agreement between the parties relating to the subject matter hereof.

**29. AMENDMENTS, WAIVERS,  
ETC.:**

No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder or under the Interim Financing Charge will operate as a waiver hereof or thereof unless made in writing by the DIP Lender and delivered in accordance with the terms of

this Interim Financing Term Sheet, and then such waiver shall be effective only in the specific instance and for the specific purpose given.

**30. ASSIGNMENT:**

The DIP Lender may assign this Interim Financing Term Sheet and its rights and obligations hereunder, in whole or in part, or grant a participation in its rights and obligations hereunder upon first obtaining the written consent of the Borrowers or Court approval. Neither this Interim Financing Term Sheet nor any right or obligation hereunder may be assigned by any Borrower.

**31. SEVERABILITY:**

Any provision in this Interim Financing Term Sheet which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**32. NO THIRD PARTY  
BENEFICIARY:**

No person, other than the Borrowers and the DIP Lender, is entitled to rely upon this Interim Financing Term Sheet and the parties expressly agree that this Interim Financing Term Sheet does not confer rights upon any party not a signatory hereto.

**33. COUNTERPARTS AND  
FACSIMILE SIGNATURES:**

This Interim Financing Term Sheet may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

**34. NOTICES:**

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by fax or electronic mail to the attention of the person as set forth below:

In the case of the DIP Lender, to  
StormFisher Environmental Ltd.  
680 Waterloo Street  
P.O. Box 2520  
London, ON N6A 3V8

**Attention:** Chris Guillon  
**Email:** cguillon@stormfisher.com

With a copy to:

Siskinds LLP  
Barristers & Solicitors  
680 Waterloo Street  
P.O. Box 2520  
London, ON N6A 3V8

**Attention:** Barry Cleaver  
**Fax:** 1.519.660.7808  
**Email:** [barry.cleaver@siskinds.com](mailto:barry.cleaver@siskinds.com)

In the case of the Borrowers to:

Harvest Ontario Partners LP  
1087 Green Valley Road  
London, Ontario N6N 1E4

**Attention:** Wayne H. Davis  
**Email:** [wdavis@harvestpower.com](mailto:wdavis@harvestpower.com)

With a copy to:

Chaitons LLP  
Barristers & Solicitors  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, Ontario M2N 7E9

**Attention:** Harvey Chaiton  
**Fax:** (416) 218-1849  
**Email:** [harvey@chaitons.com](mailto:harvey@chaitons.com)

In either case, with a copy to the Trustee:

Deloitte Restructuring Inc.  
1005 Skyview Drive, Suite 200  
Burlington, Ontario  
L7P 5B1

**Attention:** Rob Biehler  
**Fax:** (905) 315-6700  
**Email:** [rbiehler@deloitte.ca](mailto:rbiehler@deloitte.ca)

And a copy to:

Brown Beattie O'Donovan LLP  
380 Wellington Street, 16th Floor,  
London, ON N6A 5B5

**Attention:** James Fisher  
**Fax:** (519) 679-6350

Email: jfisher@bbo.on.ca

Any such notice shall be deemed to be given and received when received, unless received after 5:00 Eastern Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.

**35. GOVERNING LAW AND JURISDICTION:**

This Interim Financing Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without prejudice to the ability of the DIP Lender to enforce this Interim Financing Term Sheet in any other proper jurisdiction, the Borrowers irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of Ontario, and further acknowledge and agree that any disputes arising hereunder shall be heard by the Court.

**36. JOINT & SEVERAL**

The obligations of the Borrowers hereunder are joint and several.

**[signature pages follow on separate pages]**

**IN WITNESS HEREOF**, the parties hereby execute this Interim Financing Term Sheet as at the date first above mentioned.

DIP Lender:

**STORMFISHER ENVIRONMENTAL LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the DIP Lender.

Borrower:

**HARVEST ONTARIO PARTNERS LP**

Per: \_\_\_\_\_  
Name:  
Title:

I have the authority to bind the Corporation.

Borrower:

**HARVEST MUSTANG GP LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

I have the authority to bind the Corporation.

Borrower:

**HARVEST POWER MUSTANG  
GENERATION LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

I have the authority to bind the Corporation.

**SCHEDULE A  
DEFINED TERMS**

“247” means 2478223 Ontario Limited.

**Administration Charge**” has the meaning given thereto in Section 7.7(a)(i).

“BIA” has the meaning given thereto in the Recitals.

“BIA Proceedings” has the meaning given thereto in the Recitals.

“Borrowers” has the meaning given thereto in Section 1.

“Business Day” means any day other than a Saturday, Sunday or any other day in which banks in Toronto, Ontario are not open for business.

“Cash Flow” has the meaning given thereto in Section 7.2 or Section 13, as the case may be.

“Collateral” means all now owned or hereafter acquired assets and property of each of the Borrowers, real and personal, tangible or intangible.

“Court” has the meaning given thereto in the Recitals.

“Default” means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

“Deloitte” means Deloitte Restructuring Inc.

“Deposit Account” means the account in the name of the Borrowers with Bank of Montreal, or such other account with a financial institution acceptable to the DIP Lender as may be approved in writing by the DIP Lender.

“DIP Facility” has the meaning given thereto in Section 5

“DIP Lender” has the meaning given thereto in Section 2.

“DIP Lender’s Charge” has the meaning given thereto in Section 7.1.

“Directors’ Charge” has the meaning given thereto in Section 7.7(a)(ii)

“Environmental Liabilities” means all liabilities, obligations, responses, remedial and removal costs, investigation and feasibility study costs, capital costs, operation and maintenance costs and other costs and expenses, including fines, penalties, sanctions and interest incurred as a result of or related to any claim, investigation, proceeding or demand of any Governmental Entity against any of the Borrowers including, without limitation, arising under or related to any law relating to the environment or in connection with any substance which is or is deemed under any applicable law to be, alone or in combination, hazardous, hazardous waste, toxic, a pollutant, a contaminant or source of pollution or contamination whether on, at, in, under, from or about or in the vicinity of any real or personal property owned by any of the Borrowers.

**“Event of Default”** has the meaning given thereto in Section 22.

**“Existing Liens”** means the Liens granted by the Borrowers and held by SFE and to secure obligations under the Pre-Filing Secured Credit Agreements.

**“FCC”** means Farm Credit Canada.

**“Filing Date”** means September 29, 2015, being the date of filing of the Borrowers’ Notices of Intent to Make a Proposal.

**“Governmental Entity”** means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

**“Interim Financing Approval Order”** has the meaning given thereto in Section 7.7(a).

**“Interim Financing Fees and Expenses”** has the meaning given thereto in Section 8.

**“Interim Financing Obligations”** has the meaning given thereto in Section 7.1.

**“Liens”** means all liens, hypothecs, charges, mortgages, trusts, deemed trusts (statutory or otherwise), encumbrances and security interests of every kind and nature whatsoever granted by the Borrowers or against the Collateral.

**“Material Adverse Change”** has the meaning given thereto in Section 22.2(c).

**“Maturity Date”** has the meaning given thereto in Section 12.

**“Maximum Amount”** has the meaning given thereto in Section 5.

**“MoE”** means the Ministry of Environment of Ontario.

**“OPA”** means Ontario Power Authority.

**“Pre-Filing Secured Credit Agreements”** has the meaning given thereto in Schedule “C”

**“Principal Amount”** the meaning given thereto in Section 5.

**“Priority Charges”** means the Administration Charge and the Directors’ Charge.

**“Proposal”** has the meaning given thereto in Section 12.

**“RESOP”** means Ontario Renewable Energy Standard Offer Program.

**“Restructuring Court Order”** and **“Restructuring Court Orders”** have the meanings given thereto in Section 20.4.

**“Restructuring Option”** means any transaction involving the refinancing of the Borrowers, the sale of all or substantially all of the assets of the Borrowers or any other restructuring of the



Borrowers' businesses and operations, including any liquidation, bankruptcy or other insolvency proceeding in respect of any of the Borrowers.

**"Sales Process Order"** has the meaning given thereto in Section 7.7(b).

**"Sales Process"** means the process for the marketing and sale of the Borrowers business and assets approved by the Court pursuant to the terms of the Sale Process Order.

**"SFE"** has the meaning given thereto in Section 6

**"Stalking Horse Bid"** means the Agreement of Purchase and Sale between StormFisher Environmental Ltd. and the Borrowers for the purchase of substantially all of the Borrowers' property in the Sale Process.

**"Taxes"** has the meaning given thereto in Section 26.

**"Trustee"** has the meaning given thereto in Section 11.

**"Updated Cash Flow"** has the meaning given thereto in Section 13.

**"Withholding Taxes"** has the meaning given thereto in Section 26.

## SCHEDULE B

### Harvest Ontario Partners Limited Partnership

1. Security Agreement dated June 5, 2012
2. General Assignment of Material Contracts dated June 5, 2012

### Harvest Power Mustang Generation Ltd.

3. Guarantee dated June 5, 2012
4. Security Agreement dated February 28, 2012
5. Charge/Mortgage receipted as ER811453 on February 28, 2012 against:  

Part Lot 13, Concession 3, Geographic Township of Westminster,  
City of London, County of Middlesex being Part 1,  
Plan 33R-17471 and being all of PIN 08203-0194.
6. Assignment of Specific Lease or Leases dated June 5, 2012