



**First Report of  
KSV Advisory Inc. as Liquidator of  
LWP Capital Inc.**

**January 4, 2016**

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ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF THE LIQUIDATION OF  
LWP CAPITAL INC.  
PURSUANT TO SECTION 211 OF THE  
*CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44, AS AMENDED

and

KSV ADVISORY INC. IN ITS CAPACITY AS LIQUIDATOR  
OF LWP CAPITAL INC.

Applicant

FIRST REPORT OF  
KSV ADVISORY INC.  
IN ITS CAPACITY AS LIQUIDATOR OF  
LWP CAPITAL INC.

JANUARY 4, 2016

## 1.0 Introduction

1. At a special meeting of shareholders convened on November 9, 2015 (the “Special Meeting”), the shareholders of LWP Capital Inc. (formerly Legumex Walker Inc.) (the “Company”) passed a special resolution (the “Special Resolution”) approving, among other things:
  - a) The voluntary liquidation and dissolution of the Company pursuant to the *Canada Business Corporations Act* (the “CBCA”) at a time to be determined by the Company’s board of directors (the “Directors”);
  - b) The plan of liquidation and distribution substantially in the form attached to the Notice of Special Meeting of Shareholders; and

- c) One or more distributions to shareholders, by way of a return of capital, from any remaining property of the Company under the voluntary dissolution.
2. The Special Resolution was approved (89.7%) by the Company's shareholders at the Special Meeting. A copy of the Company's press release dated November 9, 2015 reporting on the voting results of the Special Meeting is attached as Appendix "A".
3. The Company filed its Statement of Intent to Dissolve pursuant to the CBCA on December 29, 2015. A copy of the Certificate of Intent to Dissolve issued by the director is attached as Appendix "B".
4. The Company's Directors passed a resolution appointing KSV Advisory Inc. ("KSV") as liquidator ("Liquidator") and formally adopting the finalized plan of liquidation and distribution substantially in the form approved by the Special Resolution (the "Liquidation Plan"), which resolution became effective December 31, 2015 (the "Effective Date"). A copy of the Liquidation Plan is attached as Appendix "C".
5. This report ("Report") has been prepared by KSV in its capacity as Liquidator.
6. Pursuant to Section 4.2(c) of the Liquidation Plan, the Liquidator shall forthwith, after the Effective Date, make an application to the Court under Section 211(8) of the CBCA to have the liquidation of the Company supervised by the Court if the Liquidator considers such an application advisable.

## **1.1 Purposes of this Report**

1. The purposes of this Report are to:
  - a) Provide background information on the Company and its financial position;
  - b) Provide the rationale for the Liquidator's application under Section 211(8) of the CBCA to have the liquidation of the Company supervised by the Court;
  - c) Summarize the terms of a proposed claims process (the "Claims Process") to be carried out by the Liquidator in accordance with the proposed Order (the "Claims Procedure Order");
  - d) Set out the basis on which the Liquidator is seeking an Order exempting the Company and/or the Liquidator from filing audited financial statements and from appointing an auditor;
  - e) Provide the basis for the proposed Court-ordered charge in favour of the Liquidator and its legal counsel (the "Administration Charge");
  - f) Set out the Liquidator's anticipated next steps in its administration of these proceedings; and

- g) Recommend that this Honourable Court issue Orders:
- Continuing the Company's voluntary liquidation under the supervision of this Honourable Court (the "Liquidation Order");
  - Approving the Claims Process and authorizing the Liquidator to administer such process in accordance with the Claims Procedure Order;
  - Staying all proceedings and remedies taken or which might be taken in respect of the Company, its subsidiaries, its directors and officers or the Liquidator;
  - Exempting the Company from the requirements under the CBCA regarding the appointment and duties of an auditor and confirming that neither the Company nor the Liquidator is required to produce or place before the Company's shareholders any financial statements and/or any auditor's reports thereon; and
  - Approving the Administration Charge.

## 1.2 Restrictions

1. In preparing this Report, KSV has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management, particularly its Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"). KSV has not performed an audit or other verification of such information. An examination of the Company's financial forecasts as outlined in the Canadian Institute of Chartered Accountants Handbook has not been performed. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

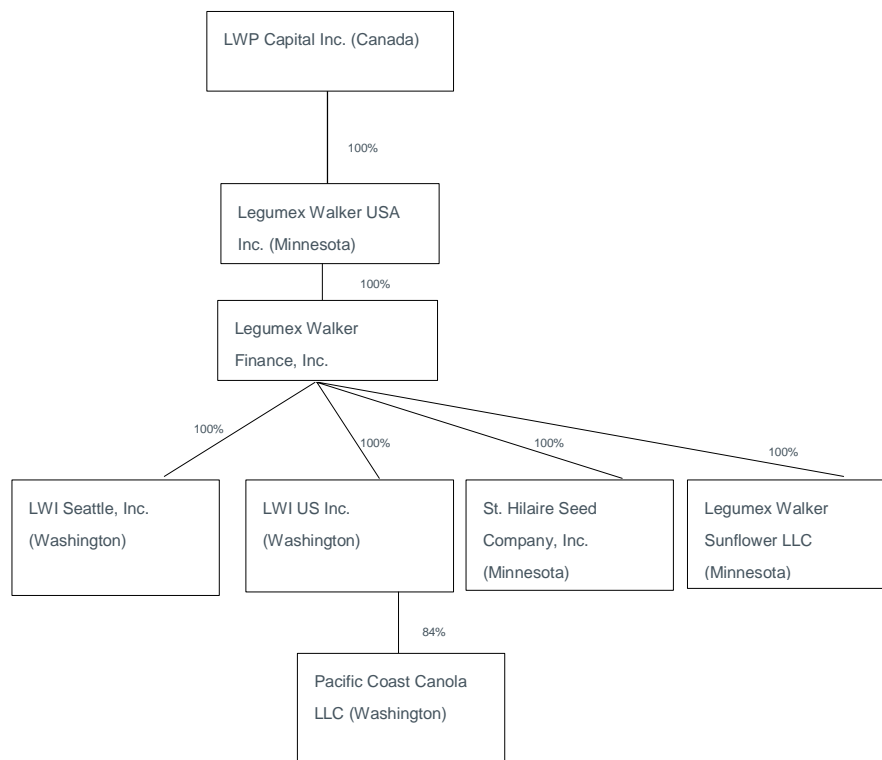
## 2.0 Background

1. The Company was incorporated on April 20, 2011 under the CBCA. The Company was comprised of two operating segments, being: (a) the "Special Crops" segment, which provided primary processing for special crops<sup>1</sup> received from growers and some secondary processing; and (b) the "Oilseed Processing" segment, which was involved in the processing of Canola oilseed. The Company had operations in Canada, the US and China. Its consolidated annual revenue totalled approximately C\$468 million in fiscal 2014.

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<sup>1</sup> Special crops include sunflower seed, flax, canary seed, dry beans, chick peas, peas and lentils.

2. The Company's shares were publicly traded under the symbol "LWP" on the Toronto Stock Exchange ("TSX"). Effective at the close of markets on December 31, 2015, the common shares were delisted from trading on the TSX. The common shares are not traded on any other market.
3. A corporate organizational chart is as follows:



4. Prior to these liquidation proceedings, the Company employed approximately 368 individuals. As detailed below, the Company's business and assets have been sold and the Company no longer carries on any business activities and/or operations. The Company presently employs 11 individuals (excluding individuals on contract) – these employees were retained to assist with the liquidation of the Company, including to deal with the Company's accounting records so that its final tax returns can be prepared and filed. The Company's workforce is not unionized and the Company does not maintain any pension plans.

## 2.1 Sale of Special Crops

1. In March, 2015, the Directors formed a special committee to consider the Company's strategic alternatives (the "Special Committee"). The Special Committee engaged AltaCorp Capital Inc. ("ACI") as the Company's financial advisor and investment banker. ACI carried out a sale process for the Company.

2. ACI's sale process resulted in a sale transaction for the special crops division to The Scoular Company ("Scoular"). ACI's sale process did not result in a transaction for the oilseed processing segment operated by Pacific Coast Canola LLC ("PCC"), one of the Company's US subsidiaries, which is 84% indirectly owned by the Company. ACI was not involved in the PCC Transaction (described below).
3. The Company entered into an asset purchase agreement (the "APA") with Scoular dated September 14, 2015 for substantially all of the Company's special crops assets, including its equity interest in Legumex Walker China Ltd. and, indirectly, Legumex Walker (Tianjing) International, for gross proceeds of C\$94 million, less closing and post-closing adjustments, plus C\$71.5 million representing a preliminary estimate for the amount of net working capital at closing (the "Scoular Transaction"). A copy of the APA is available on SEDAR at [www.sedar.com](http://www.sedar.com).
4. On November 9, 2015, the Scoular Transaction was approved by approximately 99.56% of the Company's shareholders who voted at the Special Meeting in person or by proxy. The Scoular Transaction closed on November 23, 2015. A copy of the Company's press release dated November 23, 2015 is attached as Appendix "D".

## **2.2 Divestiture of PCC**

1. Given the distressed financial position of PCC, including that it was in default of its senior credit facility, the Company negotiated a transaction whereby a purchaser would acquire the Company's 84% equity interest in PCC for no cash consideration (the "PCC Transaction").
2. Pursuant to the PCC Transaction, PCC will be granted a release from its principal secured lenders and lien registrant of any claims against PCC and its affiliates.
3. The PCC Transaction is expected to close during the week of January 4, 2016. A press release will be issued upon the closing of the PCC Transaction.

## **3.0 Financial Position**

1. The Company's press release dated November 23, 2015 included the Company's estimate that there would be funds available for distribution to the Company's shareholders ranging from C\$1.69 to C\$1.98 per common share. The Liquidator understands that this estimate will also be referenced in the Affidavit of Joel Horn, the Company's CEO, to be sworn and filed in support of this application (the "Horn Affidavit").

### 3.1 Assets

1. The assets of the Company consist of the following:
  - a) Cash of approximately C\$23.6<sup>2</sup> million and US\$7.1 million, which is in the process of being transferred to bank accounts maintained by the Liquidator. These cash balances do not include the cash on deposit in the bank accounts maintained by the Company's subsidiaries, which totals approximately US\$262,000 as at the date of this Report. These amounts will be transferred to the Liquidator in the coming months, net of any claims and/or expenses to dissolve these subsidiaries;
  - b) Accounts receivable with a book value of approximately C\$239,000 and US\$5.9 million, being the accounts receivable that were excluded from the Scoular Transaction;
  - c) Sundry assets, including office furniture and equipment and prepaid insurance premiums, which are unlikely to have a material realizable value, if any;
  - d) Any positive adjustments that may be recoverable from Scoular under the APA, either from the reconciliation of the working capital adjustment or otherwise; and
  - e) Potential tax refunds.

### 3.2 Liabilities

1. According to the Horn Affidavit, the Company's liabilities consist of obligations arising out of the ordinary course, amounts owing to former employees and certain environmental remediation costs (which are expected to be below C\$700,000). Scoular assumed the Company's normal course vendor and other accrued obligations under the APA relating to the special crops business.
2. According to the Company's books and records, the amount owing to the Company's trade creditors total approximately C\$253,000. The Liquidator is working with the Company's CEO and CFO to identify any other known obligations. The Liquidator will cause those obligations, if bona fide, to be satisfied from the Company's cash on deposit.
3. The Liquidator will be working with the Company's tax advisors in order to quantify the Company's tax obligations, if any.
4. The Company's secured creditors are (i) GM Financial Canada Leasing Inc. in respect of certain leased vehicles; and (ii) HSBC Bank Canada, HSBC Bank USA, National

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<sup>2</sup> Includes a bond in the amount of C\$11.6 million which is in the process of being released to the Company by HSBC Bank Canada ("HSBC") following the release of letters of credit issued by HSBC.



Association and Farm Credit Canada in respect of a letter of credit which expired on December 31, 2015, is in the process of being released and for which the Liquidator understands the Company has no exposure. Attached as Appendix “E” are copies of the PPSA registrations dated December 30, 2015.

## 4.0 Shareholdings

1. There are presently 16,294,635 common shares in the capital of the Company issued and outstanding.
2. There are two shareholders that own, directly or indirectly, or exercise control or direction over, more than 10% of the voting shares of the Company, being Anson Catalysts Master Fund LP (“Anson”) (2,500,000 / 15.34%) and Ivan Sabourin (1,996,307 / 12.25%). Both a representative of Anson (Jay Lubinsky) and Mr. Sabourin are named as Inspectors under the Liquidation Plan, as detailed below.
3. Pursuant to Section 3.1 of the Liquidation Plan, the common shares were halted and ceased to trade on the TSX as of the Effective Date.

## 5.0 Inspectors

1. On the Effective Date, the Company’s Directors resigned.
2. Pursuant to the Liquidation Plan, Joel Horn, Ivan Sabourin, Jay Lubinsky and Mick Fleming were appointed Inspectors (collectively, the “Inspectors”). Details on the Inspectors are summarized in the following table:

Name	Connection to the Company	Shareholdings
Joel Horn	CEO and shareholder	385,032 (2.4%)
Ivan Sabourin	Member of management and shareholder	1,996,307 (12.25%)
Jay Lubinsky	Shareholder (representative of Anson)	2,500,000 (15.34%)
Mick Fleming	Shareholder	21,425 (< 1%)

3. In the Liquidator’s view, the slate of Inspectors, being comprised of large shareholders and/or executives of the Company with intimate knowledge of the Company’s affairs, will be of assistance to the Liquidator in carrying out its mandate under the Liquidation Plan, the proposed Liquidation Order and the proposed Claims Procedure Order.

## 6.0 Claims Process

### 6.1 Rationale for the Claims Process

1. Section 4.2(d) of the Liquidation Plan expressly directs the Liquidator to establish and implement a Claims Process. The Liquidation Plan defines “Claims Process” to mean “*the process established by the Liquidator and approved by the Court for the identification, resolution and barring of certain Claims, including, inter alia, the issuance of a final order of the Court establishing the Claims*”.
2. The Liquidation Plan contemplates bringing an application under Section 211(8) of the CBCA to have the liquidation continued under the supervision of the Court, principally for the purpose of allowing the Liquidator to administer the Claims Process.
3. Under the CBCA, notwithstanding the liquidation and dissolution of the Company, each shareholder to whom any of its property has been distributed is liable to any person claiming under Section 226 of the CBCA to the extent of the amount received by that shareholder upon the distribution, and an action to enforce such liability may be brought within two years after the date of dissolution.
4. Section 226 of the CBCA provides that, notwithstanding the dissolution of a body corporate under the CBCA, a civil, criminal or administrative action may be brought against the body corporate within two years after its dissolution as if the body corporate had not been dissolved, and provides, among other things, that any property that would have been available to satisfy any judgment or order if the body corporate had not been dissolved, remains available for such purpose.
5. The potential for shareholder liability regarding a distribution continues until the statutory limitation period for the applicable claim has expired. Under the CBCA, the dissolution of the Company does not remove or impair any remedy available against the Company for any right or claim existing, or any liability incurred, prior to such dissolution or arising thereafter subject to compliance with applicable limitation periods.
6. Accordingly, the Claims Process, as contemplated under the Liquidation Plan and the proposed Claims Procedure Order, is intended to identify any and all possible claims against the Company and/or its directors and officers prior to distribution to shareholders in order to mitigate the risk of claims arising subsequent to the liquidation and dissolution of the Company.

## 6.2 Claims Process Mechanics

1. The proposed Claims Process is summarized as follows:

a) *Notice*

- It is proposed that the Claims Process will include the provision of written notice of the commencement of the Claims Process for claims against the Company and its present or former directors and officers (“Claims Process Notice”). Such notice is proposed to be published in *The Globe and Mail* (National Edition) and a US publication to be determined by the Liquidator, no later than ten days after the date of the Claims Procedure Order.
- The Liquidator will post the Claims Process Notice and Proof of Claim (defined below) on its website at [www.ksvadvisory.com](http://www.ksvadvisory.com) no later than five days after the date of the Claims Procedure Order.
- The Liquidator will send the Claims Process Notice and Proof of Claim no later than 15 days after the date of the Claims Procedure Order, to each party on the service list in these proceedings, the Company’s known creditors and those creditors who have notified the Liquidator or the Company of a potential claim.

b) *Filing a Proof of Claim*

- Any person that intends to assert a claim shall deliver to the Liquidator a proof of claim in substantially the form attached to the Claims Procedure Order (the “Proof of Claim”) prior to 5:00 p.m. (Toronto time) on March 15, 2016 (the “Claims Bar Date”).
- The Liquidator shall convert any claim which is denominated in a currency other than Canadian Dollars, into Canadian Dollars using the Bank of Canada noon rate on the Effective Date.
- All claimants must file their Proof of Claim on or before the Claims Bar Date. Any claimant that does not file a Proof of Claim prior to the Claims Bar Date shall be forever extinguished and barred from making or enforcing any claim and such claimant shall be deemed to have fully and finally released and discharged all such claims.

c) *Determination of Claims*

- After a review of any claim, the Liquidator, in consultation with the Inspectors and the affected directors or officers, if any, shall determine to allow, partially allow, partially disallow or disallow the relevant claim. The Liquidator will provide the claimant a written notice of determination setting out the reasons for the determination as soon as reasonably practicable, whether it be allowed, partially allowed, partially disallowed or disallowed (the “Notice of Determination”).
- In the event that a claimant does not agree with the amount and reasons set out in the Notice of Determination, that party shall, within fourteen (14) days, provide the Liquidator with written notice of such party’s objection with a brief description of the grounds for the objection (the “Notice of Objection”). A claimant that does not provide the Liquidator with a Notice of Objection within the required time shall be deemed to have agreed with the Notice of Determination. The Liquidator shall provide the Inspectors with a copy of the Notice of Objection. The Liquidator, in consultation with the Inspectors, shall attempt to resolve and settle the dispute with respect to the Notice of Objection and in the event that a settlement is not achieved the Liquidator shall, within a reasonable time, direct the dispute to a claims officer (as may be appointed by the Court) or the Liquidator shall seek directions from the Court concerning an appropriate process for resolving the disputed claim.
- If a claim is proven against a current or former director or officer as a result of the process outlined above (a “Proven D&O Claim”), the Liquidator, in consultation with the Inspectors and the affected director or officer, shall determine if the Proven D&O Claim is subject to indemnification by the Company. Upon the determination of all Proven D&O Claims, if the Liquidator and the affected directors or officers do not agree as to whether certain Proven D&O Claims are subject to indemnification by the Company, then the Liquidator shall serve and file a further Notice of Motion with this Court concerning the applicability of any indemnity granted by the Company to the particular Proven D&O Claims.
- Claims proven against the Company, including Proven D&O Claims which are determined to be subject to indemnification by the Company (and not otherwise covered by any applicable insurance), shall be paid out in full prior to effecting any final distribution to shareholders under the Liquidation Plan.

2. The Liquidator considers that the identification of claimants through its review of the Company's books and records and by way of the mailing and newspaper advertisement noted above will provide potential claimants with sufficient and timely notification in order for those parties, if any, to submit their Proof of Claim prior to the Claims Bar Date.

## **7.0 Court Supervision**

1. The Liquidator believes it is appropriate for the Company's Liquidation Plan to be supervised by this Honourable Court for the following reasons:
  - a) It was contemplated in Section 4.2(c) of the Liquidation Plan, which was approved by 89.7% of the shareholders at the Special Meeting;
  - b) It will enable the Liquidator to carry out the Claims Process contemplated by the Liquidation Plan and the proposed Claims Procedure Order;
  - c) It provides a mechanism for a stay of proceedings against the Company, its subsidiaries, the Directors and the Liquidator, subject to the approval of this Court, which, in turn, will allow the Liquidator to implement an orderly and efficient liquidation and Claims Process;
  - d) It will facilitate the Liquidator's ability to implement all of the other aspects of the Liquidation Plan;
  - e) It will protect the Liquidator from liability in implementing the Liquidation Plan;
  - f) It will allow the Liquidator to efficiently enforce the terms of the Liquidation Plan and any corresponding ancillary relief provided in the CBCA in connection therewith as against any third parties; and
  - g) It will afford the Liquidator the ability to seek the advice and directions of this Court in connection with any of the foregoing, should that become necessary.
2. Based on the foregoing, the Liquidator believes that continuing the liquidation proceedings under the Court's supervision is in the best interest of the Company's creditors and shareholders and, accordingly, respectfully recommends that this Court grant the Liquidator's application under Section 211(8) of the CBCA.

## **8.0 Audited Financial Statements**

1. Absent exemptions, Part XIV of the CBCA requires the directors of a corporation subject to the CBCA to, among other things, provide to its shareholders comparative financial statements, including an auditor's report thereon.

2. The Liquidator is seeking a Court Order confirming that neither the Company nor the Liquidator is required to comply, or otherwise effect compliance, with Part XIV of the CBCA for the following reasons:
- a) The Company's only material assets (i.e. cash and accounts receivable), which are set out in Section 3.1 of this Report, can be readily valued;
  - b) The Company's liabilities will be determined by the results of the Claims Process (subject to this Court's approval of the Claims Procedure Order);
  - c) Pursuant to the Liquidation Plan, the Liquidator will report to the Company's shareholders with respect to these proceedings and any material developments relating to the Company's assets, material claims and distributions. The Liquidator will post on its website press releases and other information relevant to the Company, including updates on the estimated funds available for distribution;
  - d) Pursuant to Section 223(2) of the CBCA, the Liquidator shall apply to Court within one year after its appointment, and after paying or making adequate provision for all claims, (i) for approval of the final accounts and for an order permitting the Liquidator to distribute money or in kind the remaining property of the Company to its shareholders; or (ii) for an extension of time, setting out the reasons therefor;
  - e) Section 155 of the CBCA, among other sections, deals with the required actions of a company's directors. These sections do not apply in these circumstances given that the Company's Directors resigned on the Effective Date of the Liquidation Plan and that the powers of the Directors and shareholders cease and vest in the Liquidator pursuant to section 219(1)(b) of the CBCA;
  - f) The Company's annual audit fee is approximately C\$400,000. Such costs would reduce funds available for distribution to the Company's shareholders. In the Liquidator's view, an auditor's report and the associated costs are no longer required as the Company does not carry on any business activities and almost all of its assets were monetized as a result of the Scouler Transaction; and
  - g) An audit opinion could not have any implication on the trading of the Company's shares as they were delisted from trading from the TSX effective December 31, 2015.

## 9.0 Administration Charge

1. The proposed Liquidation Order contemplates an Administration Charge in the amount of C\$200,000, which would have priority over all claims against the Company. The beneficiaries of the Administration Charge would be the Liquidator and its legal counsel.
2. The Administration Charge is a standard provision of Liquidation Orders (and other similar orders made in the context of formal proceedings) in order to secure payment for the Court officer (in this case, the Liquidator) and its legal counsel. The Liquidator believes the amount of the Administration Charge is reasonable to provide for any potential fee exposure for the beneficiaries of the Administration Charge.

## 10.0 Liquidator's Next Steps

1. The Liquidator's anticipated next steps include the following:
  - a) Carrying out the Claims Process pursuant to the Claims Procedure Order;
  - b) Overseeing and working with the Company's remaining employees to deal with various matters, including post-closing issues related to the Scoular Transaction (including those prescribed under the transition services agreement between the Company and Scoular) and closing the Company's accounting records for fiscal 2015, which is integral to prepare the Company's 2015 tax return;
  - c) Arranging for the preparation of the Company's tax return for fiscal 2015;
  - d) Working with legal counsel and the applicable regulatory authorities to address any public company attributes and to comply generally with applicable securities legislation, including reporting obligations;
  - e) Taking steps to realize on the Company's accounts receivable and any other sundry assets excluded from the Scoular Transaction;
  - f) Liaising with the Company's US legal counsel in respect of the voluntary dissolution of the Company's US subsidiaries and taking steps to transfer the cash on deposit in those entities to the Company on a tax efficient basis; and
  - g) Applying to Canada Revenue Agency ("CRA"), following the receipt of the notice of assessment for the Company's year ended December 31, 2015, for the issuance of Clearance Certificates (as defined in the Liquidation Plan) pursuant to the *Income Tax Act*, R.S.C. 1985, c.1 (5<sup>th</sup> Supp.) as amended, which are required prior to the Liquidator facilitating final distributions to shareholders in these proceedings (it is the Liquidator's experience that obtaining Clearance Certificates from CRA is typically a lengthy process).

2. The Company's US subsidiaries will be voluntarily dissolved in the US. The Liquidator has the power to wind-up the Company's subsidiaries under the Liquidation Plan and has had preliminary discussions with the Company's US counsel on the most efficient process to deal with the US subsidiaries. The Liquidator expects a dissolution process for the Company's US subsidiaries to commence in the short term and the Liquidator will be involved in that process to the extent required.

## 11.0 Conclusion and Recommendation

1. Based on the foregoing, the Liquidator respectfully recommends that this Court make an Order granting the relief detailed in Section 1.1 of this Report.

\* \* \*

All of which is respectfully submitted,

*KSV Advisory Inc.*

**KSV ADVISORY INC.  
IN ITS CAPACITY AS LIQUIDATOR OF  
LWP CAPITAL INC.  
AND NOT IN ITS PERSONAL CAPACITY**



## **Appendix “A”**

## Legumex Walker Reports Results of Special Meeting of Shareholders to Approve Sale of Special Crops Division

*— Shareholders Overwhelmingly Vote in Favour of Transaction —*

WINNIPEG, MB (November 9, 2015) – Legumex Walker Inc. (TSX: LWP) (“LWI” or the “Company”) today announces that a two thirds majority of shareholders have voted “FOR” the sale of substantially all of the assets of the Company’s Special Crops Division to The Scoular Company (“the Sale Transaction”), the voluntary liquidation and dissolution of the Company according to the Canada Business Corporations Act and other related matters (“the Resolutions”), all as more particularly described in the Management Information Circular (“the Circular”) of the Company, dated October 15, 2015.

The total number of shares voted by way of ballot at the Meeting by proxy or in person was 12,394,245 or 76.06% of the total issued and outstanding shares of the Company.

Resolution	Outcome of Vote	Proxies Received and Shareholders Present <sup>1</sup>	
		For	Against
Sale of Special Crops Division	Approved	12,164,676 (99.56%)	54,150 (0.44%)
Voluntary Liquidation & Dissolution	Approved	10,960,476 (89.70%)	1,258,350 (10.30%)
Change of Registered Office	Approved	12,167,326 (99.58%)	51,500 (0.42%)
Name Change	Approved	12,329,512 (99.48%)	64,733 (0.52%)
Reduction of Stated Capital	Approved	12,157,326 (99.50%)	61,500 (0.50%)

In addition to approval by shareholders, all necessary regulatory approvals have been obtained and it is expected that the Sale Transaction will be completed by November 30, 2015, provided that all third party approvals and other closing conditions are satisfied or waived by that date.

Further information regarding the Transaction and its anticipated effects on Legumex Walker are contained in the Circular, which is available on [www.sedar.com](http://www.sedar.com). Readers are cautioned that there is risk that the amount of working capital or payment in respect thereof pursuant to the Sale Transaction will be less than as at September 30, 2015 or otherwise less than expected, resulting in the transaction value being less than anticipated, and a risk that the amount available for distribution to shareholders will be less than expected as a result of unforeseen liabilities.

<sup>1</sup> The percentages listed in the columns below are percentages of the total issued and outstanding shares of the Company, excluding any and all shares held by The Scoular Company.

## **About Legumex Walker Inc.**

LWI is a growth-oriented processor and merchandiser of pulses and other special crops, and with the completion of the PCC canola seed processing facility in Washington State, canola products. The Company derives its revenue from sourcing, processing, marketing and distributing special crops, canola products and associated healthy, specialty food ingredients to a global customer base. The Company operates processing facilities in the Canadian Prairies, American Midwest, the Pacific Northwest, and China.

### *Cautionary Note on Forward-looking Statements*

*This press release contains “forward-looking information” within the meaning of Canadian securities laws which may include, but are not limited to, statements relating to the possible completion of the sale of the Special Crops Division and the proposed plan of liquidation. Such forward-looking information reflects the Company’s views with respect to future events and is subject to risks, uncertainties and assumptions, including the risk that the conditions to the completion of the sale of the Special Crops Division, including third party approvals, will not be satisfied within the time frame anticipated or contemplated by the agreement between LWI and The Scoular Company, as well as those factors referred to in the section entitled “Part II – Business of the Meeting – Risk Factors” in the Circular, which is available on SEDAR at [www.sedar.com](http://www.sedar.com) and should be reviewed in conjunction with this document. Although the Company believes the assumptions inherent in forward-looking statements are reasonable, undue reliance should not be placed on these statements, which only apply as of the date of this press release. The Company expressly disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws.*

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For additional information, please contact:

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## **Appendix “B”**



**Certificate of Intent to  
Dissolve**

*Canada Business Corporations Act*

**Certificat d'intention de  
dissolution**

*Loi canadienne sur les sociétés par actions*

LWP CAPITAL INC.

Corporate name / Dénomination sociale

938985-7

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation intends to dissolve pursuant to section 211 of the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée a l'intention de procéder à sa dissolution conformément à l'article 211 de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Director / Directeur

2015-12-29

Date of Intent to Dissolve (YYYY-MM-DD)  
Date d'intention de dissolution (AAAA-MM-JJ)

## **Appendix “C”**

**PLAN OF LIQUIDATION AND DISTRIBUTION**

**LWP CAPITAL INC.**

**(formerly LEGUMEX WALKER INC.)**

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**PLAN OF LIQUIDATION AND DISTRIBUTION**

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**December 31, 2015**

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**LWP CAPITAL INC.  
PLAN OF LIQUIDATION AND DISTRIBUTION**

WHEREAS the board of directors of LWP Capital Inc. (formerly “Legumex Walker Inc.”) (the “**Board**”) has concluded that it is in the best interests of LWP Capital Inc. (“**LWP**” or the “**Company**”) to be wound up voluntarily pursuant to the *Canada Business Corporations Act* in accordance with the terms of this Liquidation Plan (as defined below);

AND WHEREAS the Board has passed a resolution authorizing the Company to seek shareholder approval for the liquidation and dissolution of the Company and hold a special meeting of shareholders to consider and vote to require the Company to be wound up voluntarily and, in connection therewith, approve this Liquidation Plan;

NOW THEREFORE THIS Liquidation Plan is adopted by the Board as of the last date set forth below, having the terms and conditions as set out herein.

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Liquidation Plan:

“**Assets**” means all of the property, assets, undertaking and the proceeds thereof of LWP;

“**Board**” has the meaning given to it in the recitals of this Liquidation Plan;

“**Business Day**” means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;

“**Calendar Day**” means any day, including a Saturday, Sunday or statutory holiday in Toronto, Ontario;

“**Canadian Dollars**” or “**CDN\$**” means dollars denominated in lawful currency of Canada;

“**CBCA**” means the *Canada Business Corporations Act*;

“**CBCA Director**” means the Director, as defined in and appointed under Section 260 of the CBCA;

“**Claim**” means

- (a) any right of any Person against LWP in connection with any indebtedness, liability or obligation of any kind of LWP and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any claim made or asserted against LWP through any affiliate, associate or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future with respect to any matter, action, cause or chose in action; and
- (b) any existing or future right of any Person against any one or more of the Directors which arose or arises as a result of such Director’s position, supervision, management or involvement as a Director or otherwise in any other capacity in connection with LWP whether such right, or the circumstances giving rise to it, arose before or after the Effective Date and whether enforceable in any civil, administrative or criminal proceeding;



“**Claims Bar Date**” means the date on which a Claim must be filed pursuant to the Claims Process;

“**Claims Process**” means the process established by the Liquidator and approved by the Court for the identification, resolution and barring of certain Claims, including *inter alia* the issuance of a final order of the Court establishing the Claims;

“**Clearance Certificates**” mean:

- (a) a certificate issued by the Minister pursuant to subsection 159(2) of the *Income Tax Act*, R.S.C. 1985, c.1 (5<sup>th</sup> Supp.) as amended (the “**ITA**”), or any equivalent thereto, certifying that all amounts for which LWP is, or can reasonably be expected to become, liable under the ITA and the *Taxation Act*, 2007, S.O. 2007, c. 11, Sched. A, up to and including the date of distribution have been paid, or that the Minister has otherwise accepted security for payment;
- (b) a certificate issued by the Minister pursuant to subsection 23(5) of the *Canada Pension Plan*, R.S.C. 1985, c. C-8 (the “**CPP**”), or any equivalent thereto, certifying that all amounts for which LWP is liable under the CPP up to and including the date of distribution, have been paid or that security for the payment thereof has been accepted by the Minister;
- (c) a certificate issued by the Minister pursuant to subsection 86(3) of the *Employment Insurance Act*, S.C. 1996, c. 23 (the “**EIA**”), or any equivalent thereto, certifying the payment, or acceptance by the Minister of security for payment, of all amounts for which LWP is liable under the EIA up to and including the date of distribution;
- (d) a certificate issued by the Minister pursuant to subsection 81(1) of the *Excise Tax Act*, R.S.C. 1985, c. E-15 (the “**ETA**”), or any equivalent thereto, certifying that no tax, penalty, interest or other sum under the ETA, chargeable against or payable by the Liquidator or chargeable against or payable in respect of the Assets, remains unpaid or that security for the payment thereof has, in accordance with section 80.1 of the ETA, been accepted by the Minister; and
- (e) a certificate issued by the Minister pursuant to subsection 270(3) of the ETA, or any equivalent thereto, certifying that all amounts payable or remittable under Part IX of the ETA by LWP in respect of the reporting period during which the distribution is made or any previous reporting period, and all amounts that are, or can reasonably be expected to become, payable or remittable under Part IX of the ETA by the Liquidator in respect of the reporting period during which the distribution is made, has been paid or that security for the payment thereof has been accepted by the Minister.

“**Common Shares**” means the common shares in the capital of LWP;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**Creditor**” means any Person with a Claim;

“**Directors**” means all individuals who were, on or at any time before the Effective Date, directors or officers of LWP, and the term “**Director**” shall mean any one of them;

“**Dissolution Date**” means the date on which the Company is dissolved pursuant to the CBCA or by order of the Court;

“**Effective Date**” means the date to be established by a resolution of the Board upon which the implementation of the Liquidation Plan shall commence, which date shall be no earlier than the date upon which the certificate of intent to dissolve is issued to the Company pursuant to and in accordance with the CBCA.

“**Employees**” means the employees of LWP;

“**Governmental Authority**” means any nation or government, any province, state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any Legal Requirement and any corporation or other entity owned or controlled, through capital stock or otherwise by any of the foregoing;

“**Inspectors**” has the meaning given to it in Section 6.1;

“**Legal Requirement**” means any statute, law, treaty, rule, regulation, order, decree, writ, injunction or determination of any arbitrator, court, Governmental Authority or securities exchange and, with respect to any Person, includes all such Legal Requirements applicable or binding upon such Person, its business or the ownership or use of any of its assets;

“**Liquidation Date**” means the date on which the Shareholders pass the Resolution;

“**Liquidation Plan**” means this plan of liquidation and distribution as it may be amended, modified, supplemented, restated or otherwise modified in accordance with its terms;

“**Liquidator**” means the Person appointed from time to time pursuant to Sections 4.1, 4.5, or 4.6 in its capacity as liquidator of LWP;

“**LWP**” or “**Company**” has the meaning given to it in the recitals of this Liquidation Plan;

“**Minister**” means the Minister of National Revenue;

“**Person**” means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government, agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other judicial entity howsoever designated or constituted domiciled;

“**Proven Claim**” means a Claim finally determined or accepted in accordance with the provisions of the Claims Process;

“**Public Trustee**” means the Public Guardian and Trustee pursuant to the *Public Guardian and Trustee Act*, R.S.O. 1990, Chapter P.51;

“**Purchase Agreement**” means the asset purchase agreement dated September 14, 2015, between the Company, Legumex Walker Canada Inc., St. Hilaire Seed Company, Inc., Legumex Walker Sunflower LLC, and The Scoular Company;

“**Purchaser**” means The Scoular Company.

“**Resolution**” means the special resolution of the Shareholders authorizing the voluntary liquidation and dissolution of LWP made in accordance with the CBCA and approving this Liquidation Plan;

“**Shareholders**” means all holders of Common Shares shown from time to time in the registers maintained by or on behalf of LWP by the Transfer Agent in respect of the Common Shares and, unless otherwise specified, includes all beneficial owners of Common Shares;

“**Tax Return**” means any report, return or other information required to be supplied to a taxing authority in connection with (a) all taxes, charges, fees, levies and other assessments (whether federal, provincial, local or foreign), including income, gross receipts, excise, property, sales, use, transfer, license, payroll, franchise, withholding, social security and unemployment taxes, and (b) any interest, penalties and additions related to the foregoing;

“**Transfer Agent**” means Equity Financial Trust Company, as transfer agent for the Common Shares of the Company;

“**Transitional Services Agreement**” means the Transitional Services Agreement to be entered into between the Company and the Purchaser addressing the provision of the transitional services described in Schedule I to the Purchase Agreement;

“**TSX**” means the Toronto Stock Exchange.

## 1.2 **Certain Rules of Interpretation**

In this Liquidation Plan and the Schedules hereto:

- (a) all references to currency are to Canadian Dollars, except as otherwise expressly indicated;
- (b) the division of this Liquidation Plan into articles, sections, subsections and clauses and the insertion of headings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Liquidation Plan. The terms “this Liquidation Plan”, “hereof”, “hereunder”, “herein” and similar expressions refer to this Liquidation Plan and not to any particular article, section, subsection or clause and include any plan supplemental hereto. Unless otherwise indicated, any reference in this Liquidation Plan to an article, section, subsection, clause or schedule refers to the specified article, section, subsection, clause or schedule of or to this Liquidation Plan;
- (c) the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Liquidation Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes without limitation” and “including without limitation”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m., on such Business Day. Unless otherwise specified, the time period 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 succeeding Business Day if the last day of the period is not a Business Day. Whenever any payment to be made or action to be taken under this Liquidation Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day;
- (f) unless otherwise specified, where any reference to an event occurring within any number of “days” appears in this Liquidation Plan, such reference means Calendar Days and not Business Days; and
- (g) unless otherwise provided, any reference to a statute, or other enactment of parliament or a legislature includes all regulations made thereunder, all enactments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation.

## **ARTICLE 2 PURPOSE OF THE PLAN**

### **2.1 Purpose**

The purpose of this Liquidation Plan is to provide for a plan of liquidation and distribution of the Assets, payment or settlement of all Claims and dissolution of the Company.

### **2.2 Commencement of Liquidation and Dissolution**

The voluntary liquidation and dissolution of the Company shall commence on and as of the Effective Date.

### **2.3 Affected Persons**

This Liquidation Plan will be implemented under the CBCA and, as of the Effective Date will be binding on the Company, the Directors, the Inspectors, the Liquidator and the Shareholders in accordance with its terms. On the Liquidation Date, each Shareholder shall be deemed to have consented and agreed to all of the provisions of this Liquidation Plan in their entirety.

## **ARTICLE 3 EFFECT OF PLAN**

### **3.1 Share Transfers**

If not already otherwise halted and/or delisted, on and as of the Effective Date, the Common Shares will be halted and shall cease to trade on the TSX.

### **3.2 Company to Cease Business**

On and as of the Effective Date, the Company shall cease to carry on its undertaking, except in so far as may be required as beneficial for the liquidation and dissolution thereof in the discretion of the Liquidator, but its corporate existence and all its corporate powers, even if it is otherwise provided by its articles or by-laws, shall continue under the control of the Liquidator until its affairs are wound up.

### **3.3 Resignation of Directors**

On and as of the Effective Date, all the powers of the Directors shall cease and the Directors shall be deemed to have resigned.

## **ARTICLE 4 THE LIQUIDATOR**

### **4.1 Appointment of Liquidator**

On and as of the Effective Date, KSV Advisory Inc. is hereby appointed as the liquidator of the estate and effects of the Company (the “**Liquidator**”) for the purpose of liquidation and dissolution its business and affairs and distributing its Assets, after satisfying all Claims, all in accordance with the terms of this Liquidation Plan, and who shall serve until removal and replacement in accordance with this Liquidation Plan. The Liquidator shall have the authority to enter into agreements and execute documents for and on behalf of the Company pursuant to the powers and obligations of the Liquidator as contained in this Liquidation Plan or otherwise under the CBCA.

### **4.2 Mandatory Obligations of the Liquidator**

The Liquidator is expressly directed, empowered and authorized to, and shall:

- (a) deposit all money that the Liquidator has belonging to the Company in any bank of Canada listed in Schedule I or II to the *Bank Act* (Canada) or in any trust corporation or loan corporation that is registered under the *Loan and Trust Corporations Act* or in any other depository approved by the Court, and as approved by the Inspectors, which deposit shall not be made in the name of the Liquidator individually, but shall be a separate deposit account in the Liquidator's name as Liquidator of the Company, and such money shall be withdrawn for payment of Claims or fees and expenses incurred in connection with the implementation of the Liquidation Plan and signed in accordance with such signing authorities as may be determined by the Liquidator in consultation with the Inspectors;
- (b) at every meeting of the Shareholders, produce a pass-book, or statement of account showing the amount of the deposits, the dates at which they were made, the amounts withdrawn and the dates of withdrawal, and mention of such production shall be made in the minutes of the meeting, and the absence of such mention shall be admissible in evidence as proof, in the absence of evidence to the contrary, that the pass-book or statement of account was not produced at the meeting;
- (c) forthwith after the Effective Date, make an application to the Court under Section 211(8) of the CBCA to have the liquidation of the Company supervised by the Court if the Liquidator considers such an application advisable under the circumstances then existing;
- (d) establish and implement a Claims Process;
- (e) following the Effective Date and following the delisting of the Common Shares from the TSX, if applicable, pursuant to the CBCA, all transfers of Common Shares thereafter shall be void unless made with the explicit sanction of the Liquidator;
- (f) pay or otherwise satisfy all Proven Claims from the Assets in accordance with the Claims Process;
- (g) after satisfying all Proven Claims and in accordance with the provisions of the CBCA and any order of the Court, distribute the remaining Assets rateably among the registered Shareholders according to their rights and interests in the Company;
- (h) cause to be filed with the appropriate Governmental Authority all Tax Returns required to be filed by LWP, its subsidiaries and, if necessary, any trusts or special purpose entities for which LWP continues to have responsibility under applicable Legal Requirements;
- (i) remit all taxes required to be remitted by LWP in accordance with all applicable statutes, all outstanding CPP contributions and EIA premiums, including any associated interest and penalties and obtain the Clearance Certificates;
- (j) cause to be filed with the appropriate Governmental Authority all financial statements and reports required to be filed by LWP subject to amendments or exclusions which may be obtained by Court Order during the liquidation proceedings;
- (k) maintain the continuous disclosure requirements applicable to the Company under all applicable securities laws, subject to amendments or exclusions which may be obtained by Court Order during the liquidation proceedings;
- (l) meet with the Inspectors regularly and shall call such meetings by providing at least two days written notice to the Inspectors which notice period may be waived by such Inspectors in their discretion; and
- (m) make up an account showing the manner in which the liquidation and dissolution has been conducted and the Assets disposed of, and thereupon shall call a meeting of the Shareholders for the purpose of having the account laid before them and hearing any explanation that may be given

by the Liquidator, and the meeting shall be called in the manner prescribed by the articles or by-laws of the Company or, in default thereof, in the manner prescribed by the CBCA for the calling of meetings of shareholders, and within ten days after the meeting is held file a notice in the prescribed form under the CBCA with the CBCA Director stating that the meeting was held and the date thereof and shall forthwith publish the notice in The Ontario Gazette.

#### 4.3 **Discretionary Powers of the Liquidator**

The Liquidator is expressly empowered and authorized, but not obligated, to do any of the following:

- (a) with the prior approval of the Inspectors, bring or defend any action, suit or prosecution, or other legal proceedings, civil or criminal, in the name and on behalf of the Company;
- (b) carry on the business of the Company so far as may be required as beneficial for the liquidation and dissolution of the Company;
- (c) oversee and address any of the Company's obligations under the Purchase Agreement and/or the Transitional Services Agreement with the Purchaser;
- (d) engage any former employee of the Company on a "term and task" basis to assist with the Liquidator's administration and implementation of the Liquidation Plan;
- (e) sell any of the Assets by public auction or private sale or, where applicable, through a stock exchange, and receive payment of the purchase price either in cash or otherwise;
- (f) do all acts and execute, in the name and on behalf of the Company, all documents, and for that purpose use the seal of the Company, if any;
- (g) draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Company;
- (h) raise upon the security of the Assets any requisite money;
- (i) call meetings of the Shareholders for any purpose the Liquidator thinks fit;
- (j) in accordance with the Claims Process or any further order of the Court and with the approval of the Shareholders or the Inspectors, make such compromise or other arrangement as the Liquidator thinks expedient with any creditor or person claiming to be a creditor or having or alleging that he, she or it has a Claim whereby the Company may be rendered liable;
- (k) in accordance with the Claims Process or any further order of the Court and with the approval of the Shareholders or the Inspectors, compromise all debts and liabilities capable of resulting in debts, and all Claims, whether present or future, certain or contingent, liquidated or unliquidated, subsisting or supposed to subsist between the Company and any contributory, alleged contributory or other debtor or person who may be liable to the Company and all questions in any way relating to or affecting the Assets, or the liquidation and dissolution of the Company, upon the receipt of such sums payable at such times and generally upon such terms as are agreed, and the Liquidator may take any security for the discharge of such debts or liabilities and give a complete discharge in respect thereof;
- (l) at any time after the affairs of the Company have been fully wound up, make an application to the Court for an order dissolving the Company;
- (m) in accordance with the provisions of the CBCA and any order of the Court, make or cause to be made, from time to time, any interim distributions or distributions in kind of portions of the Assets

to the registered Shareholders rateably among the registered Shareholders according to their rights and interests in the Company, as considered appropriate and approved by the Inspectors, and while maintaining such reserves as are reasonably necessary to provide for all Claims;

- (n) at any time after the Effective Date and following the delisting of the Common Shares from the TSX, request the Transfer Agent to refrain from making any changes to the registers maintained by the Transfer Agent in respect of the Common Shares, except with the explicit sanction of the Liquidator;
- (o) liquidate or dissolve subsidiaries of the Company; and
- (p) do and execute all such other things as are necessary for the liquidation and dissolution of the business and affairs of the Company and distributing the Assets.

#### 4.4 **Reporting Obligations**

The Liquidator shall report to the Inspectors and Shareholders at such times and intervals as the Liquidator may deem appropriate with respect to matters relating to the Assets, LWP and such other matters as may be relevant to this Liquidation Plan.

#### 4.5 **Removal of the Liquidator**

The Liquidator may be removed by order of the Court pursuant to a motion brought following either:

- (a) a resolution of the majority of the Inspectors;
- (b) a determination by the Liquidator, in its discretion, to be discharged by the Court; or
- (c) ordinary resolution of the Shareholders at a meeting called for the purpose of removing the Liquidator,

but only if such order of the Court appoints another liquidator in the Liquidator's stead which successor liquidator shall become the Liquidator under this Liquidation Plan.

#### 4.6 **Resignation of the Liquidator and Filling Vacancy**

If the Liquidator resigns or is discharged by order of the Court, then a successor liquidator shall be appointed by resolution of the majority of Inspectors, by ordinary resolution of the Shareholders at a meeting called for the purpose of appointing a successor liquidator, or by order of the Court, and such successor liquidator shall become the Liquidator under this Liquidation Plan.

#### 4.7 **Fees of the Liquidator and its counsel**

The Liquidator and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, from the Assets as and when the Liquidator or its counsel renders an account to the Company and such account is approved by the Inspectors. Pursuant to Section 223(1) of the CBCA, the costs, charges and expenses of the liquidation and dissolution, including the remuneration of the Liquidator and its counsel, are payable out of the Assets in priority to all other Claims. In the event of a dispute between the Liquidator and Inspectors with respect to the Liquidator's fees and disbursements, including the fees of its counsel, the Liquidator may apply to the Court.

#### 4.8 **Indemnity**

The Company hereby releases, holds harmless, and indemnifies the Liquidator from and against all liabilities, claims and costs of any nature arising from the Liquidator's execution of this Liquidation Plan, save and

except any such liabilities, claims or costs arising as a result of the Liquidator's fraud, gross negligence or wilful misconduct.

## **ARTICLE 5 TERMINATION OF EMPLOYEES**

### **5.1 Termination of Employment**

All Employees shall be terminated on the Effective Date, other than those Employees who are requested by the Liquidator to remain in service and assist in the implementation of this Liquidation Plan and agree to do so which Employees shall remain Employees of the Company.

### **5.2 Employment Agreements**

In connection with the termination of all Employees, LWP will comply with all existing agreements with such Employees, if any.

## **ARTICLE 6 INSPECTORS**

### **6.1 Appointment of Inspectors**

On and as of the Effective Date, Joel Horn, Ivan Sabourin, Jay Lubinsky and Mick Fleming are hereby appointed as inspectors of the Company's liquidation pursuant to Section 217 of the CBCA (the "**Inspectors**").

### **6.2 Approval of Inspectors**

For any action or inaction which requires the approval of the Inspectors under this Liquidation Plan, by order of the Court or pursuant to the CBCA, such approval shall exist if a majority of the Inspectors approve of the action or inaction by vote at a meeting of Inspectors or otherwise by written resolution signed by a majority of the Inspectors.

### **6.3 Meetings of Inspectors**

The Liquidator or any one of the Inspectors may call a meeting of Inspectors by providing all of the Inspectors with two days written notice of such meeting, which notice may be waived by the Inspectors in their discretion. Such meetings may be held by teleconference. Quorum for any meeting of Inspectors shall be a majority of the Inspectors. Each of the Inspectors shall have one vote at any such meetings. The Liquidator shall have no vote at such meetings but may chair such meetings with the approval of a majority of the Inspectors.

### **6.4 Removal of Inspectors**

An Inspector may be removed by:

- (a) order of the Court; or
- (b) ordinary resolution of the Shareholders at a meeting called for the purpose of removing an Inspector.

### **6.5 Filing Vacancies of Inspectors**

There shall always be at least one Inspector and not more than four Inspectors at any time. Any vacancy in the number of permissible Inspectors may be filled by election by the majority of remaining Inspectors.



### 6.6 **Remuneration of Inspectors**

The compensation paid to Inspectors shall be \$5,000.00 per Inspector per year, plus \$100.00 per Inspector per day on which meetings of Inspectors are held for attendance at such meetings in person or, if attended by conference call, \$50.00 per Inspector per day.

### 6.7 **Indemnity**

The Company hereby releases, holds harmless, and indemnifies the Inspectors from and against all liabilities, claims and costs of any nature arising from the Inspector's actions as an Inspector under the Liquidation Plan and pursuant to the CBCA, save and except any such liabilities, claims or costs arising as a result of the Inspector's fraud, gross negligence or wilful misconduct.

## **ARTICLE 7 DISTRIBUTIONS**

### 7.1 **Delivery of Distribution to Shareholders**

Unless otherwise directed, distributions to registered Shareholders shall be made by the Liquidator at the addresses set forth in the registers maintained by the Transfer Agent in respect of the Common Shares as at the date of any such distribution, or if applicable, and to the extent differing from the foregoing, at the address of such registered Shareholder's respective legal representatives, in trust for such registered Shareholder. Beneficial holders of Common Shares shall be entitled to receive distributions only through the applicable registered Shareholder on the registers maintained by the Transfer Agent in respect of the Common Shares.

### 7.2 **Undeliverable Distributions to Shareholders**

Where the Liquidator is unable to distribute rateably the Assets among the registered Shareholders because a registered Shareholder is unknown or a registered Shareholder's whereabouts is unknown, the share of the Assets of such registered Shareholder may, by agreement with the Public Trustee or as otherwise ordered by the Court, be delivered or conveyed by the Liquidator to the Public Trustee or such other party as ordered by the Court to be held in trust for the registered Shareholder, and such delivery or conveyance shall be deemed to be a distribution to that registered Shareholder of his, her or its rateable share for the purpose of this Liquidation Plan.

### 7.3 **Interim Distributions**

Any distributions to registered Shareholders (other than any final distribution on the cancellation of the Common Shares) shall be either as a reduction of stated capital, subject to satisfying the applicable solvency tests in the CBCA, or as a dividend. Subject to applicable law, the determination as to whether or not to make any such interim distribution and whether or not any such interim distribution is made as a reduction of stated capital or as a dividend shall be made by the Inspectors.

## **ARTICLE 8 COMPLETION OF THE LIQUIDATION PLAN**

### 8.1 **Discharge of Liquidator and Inspectors**

At the Dissolution Date, the Liquidator and Inspectors shall be discharged and shall have no further obligations or responsibilities, except only with respect to any remaining duties or power required to implement and give effect to the terms of this Liquidation Plan.

**ARTICLE 9  
GENERAL PROVISIONS**

**9.1 Liquidation Plan Amendment**

- (a) The Liquidator and Inspectors may, at any time prior to the Dissolution Date, agree to amend, modify and/or supplement this Liquidation Plan without the approval of the Shareholders, (i) in order to correct any clerical or typographical error, (ii) as required to maintain the validity or effectiveness of this Liquidation Plan as a result of any change in any Legal Requirement, or (iii) in order to make any change that in the opinion of the Liquidator and the Inspectors is administrative in nature and does not materially change the terms of this Liquidation Plan.
- (b) Subject to the ability of the Liquidator and Inspectors to agree to amend, modify and/or supplement or amend this Liquidation Plan without the approval of the Shareholders as provided in Section 9.1(a), the Liquidator and Inspectors reserve the right, at any time prior to the Dissolution Date, to amend, modify and/or supplement this Liquidation Plan, provided that any such amendment, modification or supplement shall not be effective until approved by a special resolution of the Shareholders at a meeting of Shareholders called for the purposes of approving such amendment, modification or supplement.

**9.2 Severability**

In the event that any provision in this Liquidation Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered and interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Liquidation Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

**9.3 Paramountcy**

From and after the Liquidation Date, any conflict between: (A) this Liquidation Plan; and (B) any information summary in respect of this Liquidation Plan, or the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, document or agreement, written or oral, and any and all amendments and supplements thereto existing between LWP and any of the Shareholders, Directors, Liquidator, and Inspectors as at the Liquidation Date, will be deemed to be governed by the terms, conditions and provisions of this Liquidation Plan, which shall take precedence and priority.

**9.4 Responsibilities of the Liquidator**

The Liquidator will have only those powers granted to it by this Liquidation Plan, by the CBCA and by any order of the Court.

**9.5 Notices**

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Liquidation Plan and may, subject as hereinafter provided, be made or given by personal delivery, by fax, courier or e-mail addressed to the respective parties as follows:

- (i) if to a Shareholder:

at the addresses set forth in the securities register kept at the Transfer Agent;

(ii) if to a Creditor:

at the addresses set forth in the books and records of the Company or the proofs of claim filed by such Creditor in accordance with the Claims Process

(iii) if to the Company or the Liquidator:

KSV Advisory Inc.  
150 King Street West, Suite 2308  
Toronto, ON M5H 1J9

Attention: David Sieradzki  
Fax: 416-932-6266  
E-mail: dsieradzki@ksvadvisory.com

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

Osler Hoskin & Harcourt  
1 First Canadian Place  
Toronto, ON M5X 1B8

Attention: Marc Wasserman  
Fax: 416-862-6666  
E-mail: mwasserman@osler.com

and

Borden Ladner Gervais LLP  
Scotia Plaza  
40 King Street West, 44<sup>th</sup> Floor  
Toronto, ON M5H 3Y4

Attention: Edmond Lamek  
Fax: 416-361-2436  
E-mail: elamek@blg.com

(iv) if to the Inspectors:

c/o Borden Ladner Gervais LLP  
Scotia Plaza  
40 King Street West, 44<sup>th</sup> Floor  
Toronto, ON M5H 3Y4

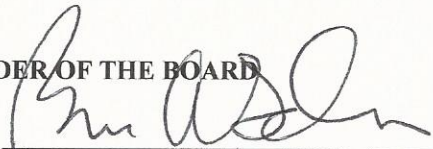
Attention: Edmond Lamek  
Fax: 416-361-2436  
E-mail: elamek@blg.com

or to such other address as any party may from time to time notify the others in accordance with this Section 9.5. All such notices and communications which are delivered shall be deemed to have been received on the date of delivery. Any such notices and communications which are faxed shall be deemed to be received on the date faxed if sent before 5:00 p.m. Eastern Standard Time on a Business Day and otherwise shall be deemed to be received on the Business Day next following the day upon which such fax was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by the Liquidator to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Liquidation Plan.

9.6 **Governing Law**

This Liquidation Plan 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 regard to conflict of laws. All questions as to the interpretation or application of this Liquidation Plan and all proceedings taken in connection with this Liquidation Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

The foregoing Liquidation Plan being adopted by the Board as of this 31<sup>st</sup> day of December, 2015.

**BY ORDER OF THE BOARD**  
by   
Name: Bruce A. Scheer  
Title: Chairman

## **Appendix “D”**

## FOR IMMEDIATE RELEASE

### **Legumex Walker Completes Sale of Special Crops Assets to Scoular and Changes its Name to “LWP Capital Inc.”**

WINNIPEG, MB (November 23, 2015) – Legumex Walker Inc. (TSX: LWP) (“**Legumex Walker**” or the “**Company**”) today announced that it has completed the previously announced sale of the assets of the Company’s Special Crops Division (“**the Special Crops Transaction**”) to The Scoular Company (“**Scoular**”) for gross proceeds of CAD\$94 million, less closing and post-closing adjustments, plus CAD\$71.5 million, which represents a preliminary estimate for the amount of net working capital at closing, paid in cash. Shareholders at a Special Meeting overwhelmingly approved the Special Crops Transaction on November 9, 2015. The final purchase price payable is expected to be determined within 90 days upon determination of the final closing working capital in accordance with the Asset Purchase Agreement dated September 14, 2015.

“This is the culmination of four years of hard work combining several of the premier companies in North America into a formidable Special Crops platform,” said Joel Horn, Legumex Walker’s President & CEO, “We are proud of what we have accomplished and look forward to seeing that platform continue to grow with Scoular’s expertise and leadership.”

According to Chuck Elsea, Scoular’s Chief Executive Officer, “We’ve been looking to enter the special crops market for some time, and we’re thrilled to finalize the purchase of a business that brings a wealth of special crops experience and expertise to our growing company. We will invest additional resources to expand the business and pursue opportunities that result in more value for growers and a high-quality, reliable supply of specialty products for customers around the globe.”

The Company previously estimated that the net amount available for distribution to shareholders to be \$1.69 to \$1.98 per share (after deducting estimated taxes, all corporate and Special Crops Division related debt and all wind-up and transaction related expenses as set out under the heading “Use

of Proceeds from the Sale Transaction” in the Company’s Management Information Circular dated October 12, 2015, as amended). The Company will be able to update its estimate of the net amount available for distribution to shareholders once the final purchase price has been determined based on final working capital.

The Company expects the Common Shares to be delisted from the TSX on the date specified by the TSX following an expedited delisting review. The Company expects the effective date of the delisting of Common Shares will be by December 31, 2015 (approximately 30 days following the completion of the expedited delisting review).

The Company expects to file articles of amendment changing its name to “LWP Capital Inc.” on November 24, 2015 and its new CUSIP number is 502464100 and its new ISIN is CA5024641006. The Company expects that the plan of liquidation approved by the shareholders on November 9, 2015 will become effective by December 31, 2015 or early in January 2016. Although an interim distribution to shareholders is expected to be made during the second quarter of 2016, its final distribution is not expected prior to the completion of the liquidation period in 2017.

Readers are cautioned that there is risk that the amount of working capital or payment in respect thereof pursuant to the Sale Transaction will be less than as estimated at closing or September 30, 2015 or otherwise less than expected, resulting in the transaction value being less than anticipated, and a risk that the amount available for distribution to shareholders will be less than expected as a result of unforeseen liabilities. The closing and post-closing adjustments, include the payment of fees relating to insurance policies, deductions in respect of accounts receivable of Pacific Coast Canola, LLC (“PCC”), environmental and real estate related costs.

Further information regarding the Special Crops Transaction and its anticipated effects on Legumex Walker are contained in the Management Information Circular dated October 12, 2015, as amended, which is available on [www.sedar.com](http://www.sedar.com).

## **Update on the PCC Transaction**

The Company is targeting to complete the proposed divestiture of its interest in Pacific Coast Canola LLC by the end of this week. The Company will not realize any proceeds from the divestiture.

## **About Scoular**

A 123-year old company with nearly \$6 billion in sales, Scoular operates 130+ independent business units that provide diverse supply chain solutions for end-users and suppliers of grain, feed ingredients, and food ingredients around the globe. From more than 120 offices and facilities, 1200+ employees are engaged in the business of buying, selling, storing, and processing grain and ingredients as well as managing transportation and logistics worldwide. For further information, visit [www.scoular.com](http://www.scoular.com).

## **Cautionary Note on Forward-looking Statements**

*This press release contains "forward-looking information" within the meaning of Canadian securities laws which may include, but is not limited to, statements relating to the determination of closing working capital, the final purchase price, the timing of the delisting of the Common Shares, the name change of the Company, the timing and amount of distributions to shareholders, the effectiveness of the plan of liquidation, the divestiture of its interest in PCC, and Scoular's future plans. Such forward-looking information reflects the Company's views with respect to future events and is subject to risks, uncertainties and assumptions, including the risk that the divestiture of its interest in PCC will not be completed within the time frame contemplated or on terms previously announced and the risk that PCC will not be in compliance with the terms of its credit facilities and related forbearances, the risk that the net proceeds of the sale of the Special Crops Division will be less than previously disclosed and expenses of the Company will exceed the amount estimated by the Company, the risk that distributions to shareholders will be delayed, the risk that the plan of liquidation will become effective later than expected, the risk that the closing working capital will not be determined within the time frame expected, and the risk that notwithstanding the fact that the Company will not realize any proceeds from the divestiture of its interest*



*in PCC, the Company or its subsidiaries may incur costs and obligations in respect of such divestiture, as well as those factors referred to in the section entitled "Risk Factors" in the Company's Management Information Circular dated October 12, 2011 as amended by the Addendum dated October 26, 2015, in the Management's Discussion and Analysis for the period ended September 30, 2015 and in the Annual Information Form dated March 31, 2015 which are available on SEDAR at [www.sedar.com](http://www.sedar.com) and should be reviewed in conjunction with this press release. The Company's expectation with respect to the net amount available for distribution to shareholders and timing for such distributions assume that the final working capital is not less than as at September 30, 2015, expenses of the Company will not exceed the amount expected and the Company will receive the necessary approvals for such distributions. The Company's expectation with respect to the divestiture of its interest in PCC assume that the divestiture of its interest in PCC will be satisfied or waived by the anticipated closing date and PCC's lenders will continue to forbear in respect of the enforcement of the credit facilities. Although the Company has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements. Although the Company believes the assumptions inherent in forward-looking statements are reasonable, undue reliance should not be placed on these statements, which only apply as of the date of this press release. The Company expressly disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws.*

For additional information, please contact:

Lauren Moran  
Manager, Investor Relations  
[info@lwpci.com](mailto:info@lwpci.com)  
(425) 250-1498

Lawrence Chamberlain  
NATIONAL Equicom  
[lchamberlain@national.ca](mailto:lchamberlain@national.ca)  
(416) 848-1457

## **Appendix “E”**

Search ID#: Z07487229

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD.  
(P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 01191306-40296

Search ID #: Z07487229

Date of Search: 2015-Dec-30

Time of Search: 08:38:52

**Business Debtor Search For:**

LWP CAPITAL INC.

No Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

Result Complete



Search ID#: Z07487230

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD.  
(P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 01191307-40299

Search ID #: Z07487230

Date of Search: 2015-Dec-30

Time of Search: 08:38:54

**Business Debtor Search For:**

LEGUMEX WALKER INC.

Inexact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID#: Z07487230

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

**Debtor Name / Address**

LEGUMEX WALKER CANADA INC  
1345 Kenaston Boulevard  
Winnipeg, MB R3P 2P2.

**Reg. #**

14011513357

**SECURITY AGREEMENT**

**Debtor Name / Address**

LEGUMEX WALKER CANADA INC.  
1345 Kenaston Boulevard  
Winnipeg, MB R3P 2P2

**Reg. #**

14011513623

**LAND CHARGE**

Result Complete





## Business Debtor

Sue Shaunessy  
(odi1ssha)



- Services
- Account Services
  - Account Statements
- Registration Services
  - Financing Statement
  - Change Statement
  - Discharge Statement
  - Global Change
- Search Services
  - Individual Debtor
  - Business Debtor**
  - Registration Number
  - Serial Number
  - Document Copies
- Other Services
  - Fees
  - Party Code
  - Registration History
  - Contact Us
- Documents Online
- Survey Plans Online
- Account Application Information
- Security Forms

- Search Results**
- Print Requests
- Mailing Information
- Payment

Help

### Search by Business Debtor

Date: 2015-12-30      Business Name: LWP Capital Inc.  
Time: 9:41:24 AM  
Inquiry Number: 10225350345

0 exact matches were found.  
0 similar matches were found.

### Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.  
To start a new search, please select the "New Search" button:

New Search

- Search Results**
- Print Requests
- Mailing Information
- Payment

[Printer Friendly Version](#)



## Business Debtor

Sue Shaunessy  
(odi1ssha)



- Services
- Account Services
  - Account Statements
- Registration Services
  - Financing Statement
  - Change Statement
  - Discharge Statement
  - Global Change
- Search Services
  - Individual Debtor
  - Business Debtor**
  - Registration Number
  - Serial Number
  - Document Copies
- Other Services
  - Fees
  - Party Code
  - Registration History
  - Contact Us
- Documents Online
- Survey Plans Online
- Account Application Information
- Security Forms

<b>Search Results</b>	<b>Similar Matches</b>	<b>Print Requests</b>	<b>Mailing Information</b>	<b>Payment</b>
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Help

### Search by Business Debtor

Date: 2015-12-30  
Time: 9:41:54 AM  
Inquiry Number: 10225350363

Business Name: Legumex Walker Inc.

0 exact matches were found.

2 similar matches were found.

#### Additional Options:

To view similar matches, please select the "Similar Matches" tab.  
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.  
To start a new search, please select the "New Search" button:

New Search

<b>Search Results</b>	<b>Similar Matches</b>	<b>Print Requests</b>	<b>Mailing Information</b>	<b>Payment</b>
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[Printer Friendly Version](#)

Business Debtor

Sue Shaunessy  
(odi1ssha)



- Search Results
- Similar Matches
- Print Requests
- Mailing Information
- Payment

Help

Search by Business Debtor: 2 similar matches were found.

Business Debtor Name	No. of Registrations
1. <a href="#">LEGUMEX WALKER CANADA INC.</a>	6
2. <a href="#">Legumex Walker Canada Inc.</a>	2

1. LEGUMEX WALKER CANADA INC. ☒ Include in Printed Search Results

1.1 LEGUMEX WALKER CANADA INC.: Registration 201512247402 (2015-07-02 12:19:01 PM)	
Registered under	The Personal Property Security Act
Status	Discharged
Expiry Date (YYYY-MM-DD)	2017-06-30
Special Notices	Purchase Money Security Interest
Debtor Address	1345 KENASTON BLVD WINNIPEG, MB Canada R3P 2P2
Secured Parties (party code, name, address)	Ford Credit Canada Leasing, A Division Of Canadian Road Leasing Company PO Box 2400 Edmonton, AB Canada T5J 5C7
Serial Numbered Goods (serial number, category, year, description)	1FTEW1EFXFFB44040 Motor Vehicle 2015 FORD F150
Change History	Registration Number: 201522813813 (2015-11-30 8:16:21 AM) Sections Changed: Status

1.2 LEGUMEX WALKER CANADA INC.: Registration 201510193003 (2015-06-04 11:04:25 AM)	
Registered under	The Personal Property Security Act
Status	Discharged
Expiry Date (YYYY-MM-DD)	2017-06-03
Special Notices	Purchase Money Security Interest
Debtor Address	301 SOUTH RAILWAY STREET MORDEN, MB Canada R6M 1G7
Secured Parties (party code, name, address)	Ford Credit Canada Leasing, A Division Of Canadian Road Leasing Company PO Box 2400 Edmonton, AB Canada T5J 5C7
Serial Numbered Goods (serial number, category, year, description)	1FTEW1EFXFFB44037 Motor Vehicle 2015 FORD F150
Change History	Registration Number: 201522813619 (2015-11-30 8:16:19 AM) Sections Changed: Status

1.3 LEGUMEX WALKER CANADA INC.: Registration 201503525300 (2015-03-03 4:05:32 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2018-03-03
Special Notices	Purchase Money Security Interest
Debtor Address	301 SOUTH RAILWAY STREET MORDEN, MB Canada R6M 1G7
Secured Parties (party code, name, address)	GM Financial Canada Leasing Ltd. 2001 Sheppard Ave. Ste 600 Toronto, ON Canada M2J 4Z8
Serial Numbered Goods (serial number, category, year, description)	1GCVKPEC9FZ183382 Motor Vehicle 2015 CHEVROLET TRUCKS SILVERADO 1500 4WD

1.4 LEGUMEX WALKER CANADA INC.: Registration 201503451501 (2015-03-03 8:30:40 AM)	
Registered under	The Personal Property Security Act
Status	Discharged
Expiry Date (YYYY-MM-DD)	2019-03-03
Special Notices	Purchase Money Security Interest
Debtor Address	1345 KENASTON BLVD WINNIPEG, MB Canada R3P 2P2
Secured Parties (party code, name, address)	CIT FINANCIAL LTD. 5035 SOUTH SERVICE ROAD BURLINGTON, ON Canada L7R 4C8
General Collateral Description	ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSIONS, EXCHANGES, REPLACEMENT PARTS, REPAIRS AND ADDITIONS.
Serial Numbered Goods (serial number, category, year, description)	1TDH43024FB150250 Trailer 2015 TIMPTE GRAIN

- Services
- Account Services
  - Account Statements
- Registration Services
  - Financing Statement
  - Change Statement
  - Discharge Statement
  - Global Change
- Search Services
  - Individual Debtor
  - Business Debtor
  - Registration Number
  - Serial Number
  - Document Copies
- Other Services
  - Fees
  - Party Code
  - Registration History
  - Contact Us
- Documents Online
- Survey Plans Online
- Account Application Information
- Security Forms

<b>Change History</b>	Registration Number: 201522945515 (2015-12-01 9:57:31 AM) Sections Changed: Status
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<b>1.5 LEGUMEX WALKER CANADA INC.: Registration 201317031608 (2013-09-19 2:20:38 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2023-09-19
<b>Debtor Address</b>	1345 Kenaston Boulevard Winnipeg, Manitoba Canada R3P 2P2
<b>Secured Parties (party code, name, address)</b>	HSBC BANK USA, NATIONAL ASSOCIATION 600 University Street Suite 2323 Seattle, Washington USA 98101
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>1.6 LEGUMEX WALKER CANADA INC.: Registration 200700869708 (2007-01-15 4:18:20 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2019-01-15
<b>Debtor Address</b>	1345 Kenaston Boulevard Winnipeg, Manitoba Canada R3P 2P2
<b>This registration is jointly registered with these business debtors</b>	KEYSTONE GRAIN LTD.
<b>Secured Parties (party code, name, address)</b>	FARM CREDIT CANADA Suite 1200, 10250 101st Street Edmonton, Alberta Canada T5J 3P4
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.  - all other equipment located in or integral to the Warehouse and Processing Facility situated on the premises legally described as Parcel E, Plan 2252 MLTO in SE 1/4 4-3-4 WPM, including but not limited to 19 (Nineteen) Hopper Bottom Bins, Bulk Tanks, Waterworks, Ventilators, etc., all power motors, now owned or hereafter acquired or reacquired by the Borrower including all substitutions and replacements thereof and successions thereto.  - and all proceeds arising from the collateral including, without limitation, insurance proceeds, cash proceeds and all personal property in any form or fixtures derived directly or indirectly from any dealing with the collateral or that indemnifies or compensates for collateral destroyed or damaged and including all goods and chattels of a class or kind similar to, added to or substituted for the above.
<b>Change History</b>	Registration Number: 201403225016 (2014-02-26 2:59:33 PM) Sections Changed: Secured Parties, Business Debtors  Registration Number: 201221525219 (2012-12-06 1:48:22 PM) Sections Changed: Expiry Date

[Back to Top](#)

**2. Legumex Walker Canada Inc.**

 Include in Printed Search Results

<b>2.1 Legumex Walker Canada Inc.: Registration 201201751107 (2012-02-01 10:04:05 AM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2018-02-01
<b>Debtor Address</b>	1345 Kenaston Boulevard Winnipeg, Manitoba Canada R3P 2P2
<b>Secured Parties (party code, name, address)</b>	Farm Credit Canada 2nd Floor 12040 - 149 Street NW Edmonton, AB Canada T5V 1P2
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

<b>2.2 Legumex Walker Canada Inc.: Registration 201121462805 (2011-12-21 2:39:14 PM)</b>	
<b>Registered under</b>	The Personal Property Security Act
<b>Expiry Date (YYYY-MM-DD)</b>	2021-12-21
<b>Debtor Address</b>	804 Central Avenue Saskatoon, Saskatchewan Canada S7N 2G6
<b>Secured Parties (party code, name, address)</b>	HSBC Bank Canada #200, 321A - 21st Street East Saskatoon, Saskatchewan Canada S7K 0C1
<b>General Collateral Description</b>	*The security interest is taken in all of the debtor's present and after-acquired personal property.

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<a href="#">Search Results</a>	<a href="#">Similar Matches</a>	<a href="#">Print Requests</a>	<a href="#">Mailing Information</a>	<a href="#">Payment</a>
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[Printer Friendly Version](#)

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** New Brunswick  
**Type of Search:** Debtors (Enterprise)  
**Search Criteria:** LWP Capital Inc.  
**Date and Time of Search:** 2015-12-30 11:38 (Atlantic)  
**Transaction Number:** 13153585  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
-------	----------	------------------------------------	-----------------	-------

An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** New Brunswick  
**Type of Search:** Debtors (Enterprise)  
**Search Criteria:** Legumex Walker Inc.  
**Date and Time of Search:** 2015-12-30 11:40 (Atlantic)  
**Transaction Number:** 13153603  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

---

**Province or Territory Searched:** Newfoundland and Labrador  
**Type of Search:** Debtors (Enterprise)  
**Search Criteria:** LWP Capital Inc.  
**Date and Time of Search:** 2015-12-30 11:38 (Atlantic)  
**Transaction Number:** 13153589  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Newfoundland and Labrador  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** Legumex Walker Inc.

**Date and Time of Search:** 2015-12-30 11:41 (Atlantic)  
**Transaction Number:** 13153609  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Nova Scotia  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** LWP Capital Inc.

**Date and Time of Search:** 2015-12-30 11:39 (Atlantic)

**Transaction Number:** 13153596

**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***



This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Nova Scotia  
**Type of Search:** Debtors (Enterprise)  
**Search Criteria:** Legumex Walker Inc.  
**Date and Time of Search:** 2015-12-30 11:42 (Atlantic)  
**Transaction Number:** 13153611  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

RUN NUMBER : 364  
RUN DATE : 2015/12/30  
ID : 20151230161619.46

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 6552)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LEGUMEX WALKER CANADA INC.,

FILE CURRENCY : 29DEC 2015

ENQUIRY NUMBER 20151230161619.46 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

OSLER, HOSKIN & HARCOURT LLP - LISA GIDARI  
1 FIRST CANADIAN PLACE  
TORONTO ON M5X 1B8



(crij3 09/2013)



RUN NUMBER : 364  
RUN DATE : 2015/12/30  
ID : 20151230104715.31

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 6551)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

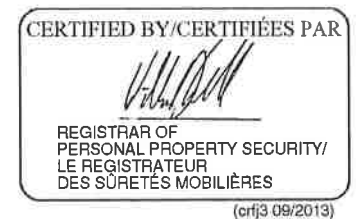
SEARCH CONDUCTED ON : LEGUMEX WALKER INC.

FILE CURRENCY : 29DEC 2015

ENQUIRY NUMBER 20151230104715.31 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

OSLER, HOSKIN & HARCOURT LLP - LISA GIDARI  
1 FIRST CANADIAN PLACE  
TORONTO ON M5X 1B8



RUN NUMBER : 364  
RUN DATE : 2015/12/30  
ID : 20151230104023.69

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 6550)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LWP CAPITAL INC.

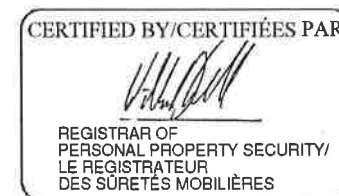
FILE CURRENCY : 29DEC 2015

ENQUIRY NUMBER 20151230104023.69 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

OSLER, HOSKIN & HARCOURT LLP - LISA GIDARI

1 FIRST CANADIAN PLACE  
TORONTO ON M5X 1B8



(en/3 09/2013)



This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Prince Edward Island  
**Type of Search:** Debtors (Enterprise)

**Search Criteria:** LWP Capital Inc.

**Date and Time of Search:** 2015-12-30 11:40 (Atlantic)  
**Transaction Number:** 13153601  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

This report lists registrations in the Personal Property Registry that match the following search criteria:

**Province or Territory Searched:** Prince Edward Island  
**Type of Search:** Debtors (Enterprise)  
**Search Criteria:** Legumex Walker Inc.  
**Date and Time of Search:** 2015-12-30 11:48 (Atlantic)  
**Transaction Number:** 13153650  
**Searched By:** S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '\*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

An '\*' in the 'Included' column indicates that the registration's details are included within the Search Result Report.

0 registration(s) contained information that **exactly** matched the search criteria you specified.

0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to [www.acol.ca](http://www.acol.ca)

***END OF REPORT***

Date, heure, minute de certification : **2015-12-24 10:00**

Critère de recherche      Nom d'organisme : **LWP Capital Inc.**

**Résultat exact (0)**

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.



Date, heure, minute de certification : 2015-12-24 10:00

Critère de recherche      Nom d'organisme : LWP Capital Inc.

Nom présentant des similarités (0)

Aucune fiche nominative n'est établie au registre sous un nom présentant des similarités avec le nom consulté. La recherche peut ne pas être exhaustive.





Date, heure, minute de certification : **2015-12-24 10:00**

Critère de recherche      Nom d'organisme : **Legumex Walker inc.**


















Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.

Date, heure, minute de certification : 2015-12-24 10:00

Critère de recherche      Nom d'organisme : Legumex Walker Inc.

Noms présentant des similarités (17)

Nom	Code postal	Nombre de fiches détaillées
 ANDREA RUTH WALKER	J3B 6X7	
 DANIEL WALKER	J7A 4L1	
 ENTREPRISES JM VALQUES INC	J0C 1J0	
 J WALKER	H4T 1P5	
 LA VERRERIE WALKER LTEE	H1J 1L5	
 LES ENTREPRISES JM VALQUE INC	J0C 1J0	
 MARTINEAU WALKER INC	H4Z 1E9	
 PA WALKER CAPITAL LTD	A0R 1B0	
 PORTES & FENETRES WALKER INC	J4J 3Y6	
 PRODUCTIONS WALKER MUSE INC	H4C 1H1	
 ROUSSEAU WALKER & ASS INC	G1M 3B1	
 ROUSSEAU WALKER & ASS INC	H1N 0A2	
 WALKER GLASS CO	H1J 1L5	
 WALKER GLASS CO LTD	H1J 1L5	
 WALKER GLASS COMPANY LTD	H1J 1L5	
 WALKER PRODUCTIONS MUSE INC	H4C 1H1	
 WALKERS TRUST	M5L 1G2	



# Saskatchewan Personal Property Registry Search Result

**Searching Party:** OnCorp Direct Inc.  
**Search Date:** 30-Dec-2015 09:42:13  
**Search Type:** Standard

**Search #:** 202102092  
**Client Reference:**  
**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name  
**Business Name**  
LWP Capital Inc.

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**There are no registration(s) found in the Personal Property Registry to match the search criteria you entered.**

**End of Search Result**



# Saskatchewan Personal Property Registry Search Result

**Searching Party:** OnCorp Direct Inc.  
**Search Date:** 30-Dec-2015 09:42:18  
**Search Type:** Standard

**Search #:** 202102094  
**Client Reference:**  
**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name  
**Business Name**  
Legumex Walker Inc.

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**The following list displays all matches & indicates the ones that were selected.**  
**2 Registration(s) Found: Exacts (0) - Similar (2)**

Selected	Match	Registration #	Debtor Name	City
Yes	Similar	301276784	LEGUMEX WALKER CANADA INC.	SASKATOON
Yes	Similar	301420828	Legumex Walker Canada Inc.	Winnipeg



**Saskatchewan  
Personal Property Registry  
Search Result**

**Current/Setup - Similar**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 03-Dec-2014 16:36:45

**Registration #:** 301276784  
**Expiry Date:** 03-Dec-2017

**Event Type:** Setup  
**Transaction Reason:** Regular

**Notations**

**Trust Indenture:** NO

**Registrant**

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<b>Party ID:</b> 150000519 - 1	<b>Address:</b> 4126 Norland Avenue
<b>Entity Type:</b> Business	Burnaby, British Columbia
<b>Name:</b> Canadian Securities Registration Systems	V5G3S8
	Canada

**Secured Party**

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<b>Item #:</b> 1	<b>Address:</b> 2001 Sheppard Ave. Ste 600
<b>Party ID:</b> 151628212 - 1	Toronto, Ontario
<b>Entity Type:</b> Business	M2J4Z8
<b>Name:</b> GM Financial Canada Leasing Ltd.	Canada

**Debtor Party**

---

<b>*Item #:</b> 1	<b>Address:</b> 140-1500 QUEBEC AVENUE
<b>Party ID:</b> 152231489 - 1	SASKATOON, Saskatchewan
<b>Entity Type:</b> Business	S7K1V7
<b>Name:</b> LEGUMEX WALKER CANADA INC.	Canada

**Serial Property**

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<b>Item #:</b> 1	<b>Year:</b> 2015
<b>Serial Type:</b> Motor Vehicle	<b>Make/Desc.:</b> GMC TRUCKS
<b>Serial #:</b> 3GTU2TEC5FG104293	<b>Model:</b> SIERRA 1500 4W
<b>Override:</b> No	<b>Color:</b>



**Saskatchewan  
Personal Property Registry  
Search Result**

**Current/Setup - Similar**

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 26-Nov-2015 09:34:03

**Registration #:** 301420828  
**Expiry Date:** 26-Nov-2020

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** HSBC Bank Canada to Legumex Walker Canada Inc.

**Notations**

**Trust Indenture:** No

**Registrant**

---

<b>Party ID:</b> 150002305 - 1	<b>Address:</b> 1500 - 410 22nd Street East
<b>Entity Type:</b> Business	Saskatoon,,Saskatchewan
<b>Name:</b> MACPHERSON LESLIE & TYERMAN LLP	S7K5T6 Canada

**Secured Party**

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<b>Item #:</b> 1	<b>Address:</b> 321 21st St E
<b>Party ID:</b> 152456766 - 1	Saskatoon, Saskatchewan
<b>Entity Type:</b> Business	S7K0C1
<b>Name:</b> HSBC Bank Canada	Canada

**Debtor Party**

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<b>*Item #:</b> 1	<b>Address:</b> 1345 Kenaston Blvd.
<b>Party ID:</b> 152456767 - 1	Winnipeg, Manitoba
<b>Entity Type:</b> Business	R3P2P2
<b>Name:</b> Legumex Walker Canada Inc.	Canada

**General Property**

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All present and after-acquired personal property of the Debtor.

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**End of Search Result**