# UNANIMOUS SHAREHOLDER AGREEMENT

*Prairie Harvest Holdings Inc.*

Effective as of 1 September 2024

Governing Law: Province of Saskatchewan

Among Prairie Harvest Holdings Inc. (the "Corporation"), Elkhorn Capital Partners Ltd. ("Elkhorn"), Northern Grain Ventures Inc. ("Northern"), and Mara Chen (the "Founder").

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## RECITALS

A. The Corporation is a corporation incorporated under *The Business Corporations Act, 2021* (Saskatchewan), extra-provincially registered in Alberta and Manitoba, and carrying on the business of originating, aggregating, and exporting specialty crops from Western Canada (the "Business").

B. The authorized capital of the Corporation consists of an unlimited number of Class A Common Shares and an unlimited number of Class B Non-Voting Shares. As of the Effective Date, 10,000,000 Class A Common Shares are issued and outstanding, and no Class B Non-Voting Shares are issued.

C. The shareholdings as of the Effective Date are: Elkhorn as to 5,500,000 Class A Common Shares (55%); Northern as to 3,000,000 Class A Common Shares (30%); and the Founder as to 1,500,000 Class A Common Shares (15%).

D. The parties wish to regulate the affairs of the Corporation, the composition of the Board, the transfer of Shares, and certain exit, information, and restrictive covenant matters, on the terms of this Agreement, which is intended to be a unanimous shareholder agreement within the meaning of the Act.

NOW THEREFORE in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## ARTICLE 1 — INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Act**" means *The Business Corporations Act, 2021* (Saskatchewan), as amended.

"**Affiliate**" has the meaning given in the Act, provided that a portfolio company of a financial sponsor Shareholder shall not be an Affiliate of that Shareholder solely by reason of common ownership by the sponsor.

"**Board**" means the board of directors of the Corporation.

"**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Saskatchewan.

"**Competitor**" means any Person whose principal business is the origination, aggregation, processing, or export of pulses, oilseeds, or specialty crops in Canada, the United States, or any member state of the European Union.

"**Drag Threshold**" means Shareholders holding not less than two-thirds (66.67%) of the outstanding Class A Common Shares.

"**Fair Market Value**" means the cash price at which Shares would change hands between a willing buyer and a willing seller, neither being under compulsion, determined without minority discount or control premium unless this Agreement expressly provides otherwise, and expressed in Canadian dollars.

"**Permitted Transferee**" means (a) an Affiliate of a Shareholder; (b) a trust, the sole beneficiaries of which are the Shareholder and members of the Shareholder's Immediate Family; and (c) in the case of the Founder, a holding company wholly owned by the Founder.

"**Person**" includes an individual, corporation, partnership, trust, unincorporated organization, and any government or agency thereof.

"**Shares**" means issued and outstanding shares in the capital of the Corporation, of any class, and includes any option, warrant, conversion right, or other right to acquire shares.

"**Transfer**" includes any sale, assignment, gift, pledge, hypothecation, or other disposition, whether voluntary, involuntary, or by operation of law, and "Transferred" has a corresponding meaning.

### 1.2 Interpretation

Headings are for convenience only. The words "including" and "includes" mean including without limitation. A reference to currency is to lawful money of Canada. If any provision is held invalid, the remaining provisions continue in full force. This Agreement is drafted in English; the French version, if any, is for convenience only.

## ARTICLE 2 — SHARE CAPITAL AND OWNERSHIP

### 2.1 Shareholdings

Each Shareholder represents that it is the registered and beneficial owner of the Shares set out opposite its name in Schedule A, free of Encumbrances other than those arising under this Agreement and the constating documents. The Corporation shall not issue, and no Shareholder shall Transfer, any Shares except in accordance with this Agreement.

### 2.2 Legend

Share certificates and the securities register shall bear a legend substantially as follows: "THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO A UNANIMOUS SHAREHOLDER AGREEMENT MADE AS OF 1 SEPTEMBER 2024, A COPY OF WHICH IS ON FILE AT THE REGISTERED OFFICE OF THE CORPORATION. ANY TRANSFER IN VIOLATION OF THAT AGREEMENT IS VOID."

### 2.3 No Public Offering

The parties intend that the Corporation remain a private issuer. No Shareholder shall take any step that would reasonably be expected to require the Corporation to become a reporting issuer under Saskatchewan, Alberta, or Manitoba securities laws, without the prior written consent of the Drag Threshold.

## ARTICLE 3 — TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL

### 3.1 General prohibition

No Shareholder shall Transfer any Shares except (a) to a Permitted Transferee that first agrees in writing to be bound by this Agreement; (b) pursuant to the right of first refusal in Section 3.3; (c) pursuant to the tag-along right in Article 4; (d) pursuant to the drag-along right in Article 5; (e) pursuant to the buy-sell procedure in Article 6; or (f) with the prior written consent of Shareholders holding at least 90% of the Class A Common Shares, excluding the Shares proposed to be Transferred.

### 3.2 Lock-up

Notwithstanding Section 3.1, no Shareholder shall Transfer any Shares to a Person other than a Permitted Transferee during the period of eighteen (18) months following the Effective Date (the "Lock-up Period"), except pursuant to a drag-along sale under Article 5 or a buy-sell under Article 6. Transfers to Competitors are prohibited during the Lock-up Period in all circumstances.

### 3.3 Right of first refusal

If a Shareholder (the "Offeror") receives a bona fide written offer from an arm's-length third party (the "Third-Party Offer") to purchase Shares, and the Offeror wishes to accept it, the Offeror shall first deliver a written notice (the

"ROFR Notice") to the Corporation and the other Shareholders. The ROFR Notice shall attach the Third-Party Offer and state the number of Shares, the cash price in Canadian dollars per Share, the identity of the proposed transferee, and all other material terms. The price under this Section 3.3 must be payable 100% in cash at closing; any non-cash consideration is deemed to have a cash value of nil for ROFR purposes unless the other Shareholders agree otherwise in writing.

The Corporation shall have a first right, exercisable by written notice within ten (10) Business Days after receipt of the ROFR Notice, to purchase all (but not less than all) of the offered Shares on the terms of the Third-Party Offer. If the Corporation declines or fails to exercise, the other Shareholders shall have a second right, exercisable within a further fifteen (15) Business Days, to purchase the offered Shares pro rata to their holdings of Class A Common Shares (excluding the Offeror), with a right of oversubscription as among exercising Shareholders. The combined exercise period shall not exceed twenty-five (25) Business Days from delivery of the ROFR Notice.

If the Corporation and the other Shareholders do not collectively elect to purchase all offered Shares, the Offeror may, during the following forty-five (45) days only, Transfer all (but not less than all) of the offered Shares to the identified third party at a price not less than, and on terms no more favourable to the transferee than, those in the ROFR Notice. Any Transfer to a Competitor requires the prior written consent of the Board, which may be withheld in the Board's sole discretion. A Transfer that is not completed within that forty-five day period again becomes subject to this Article 3.

### 3.4 Void transfers

Any purported Transfer in breach of this Article 3 is void, confers no rights on the purported transferee, and shall not be entered in the securities register. The Corporation is entitled to treat the purported transferor as the continuing holder for all purposes.

## ARTICLE 4 — TAG-ALONG RIGHTS

### 4.1 Trigger

If one or more Shareholders propose to Transfer, in a single transaction or a series of related transactions, Class A Common Shares representing 10% or more of the outstanding Class A Common Shares to a Person other than a Permitted Transferee (a "Tag Sale"), the selling Shareholder(s) shall give at least twenty (20) Business Days' prior written notice to the other Shareholders (the "Tag Notice").

### 4.2 Participation

Each non-selling Shareholder may elect, by notice within fifteen (15) Business Days after the Tag Notice, to sell a pro rata portion of its Class A Common Shares on the same price per Share and otherwise on the same terms as the Tag Sale. "Pro rata" means the proportion that the electing Shareholder's Class A Common Shares bear to all Class A Common Shares held by Shareholders participating in the Tag Sale, including the original selling Shareholder(s). The Founder may, in any Tag Sale, elect to include all of the Founder's Shares (and not merely a pro rata portion) if the Tag Sale would leave the Founder holding less than 5% of the outstanding Class A Common Shares.

### 4.3 Same terms

Tagging Shareholders shall not be required to provide any representation, warranty, or indemnity other than as to title to their own Shares, due authorization, and the absence of conflicts, and their liability shall be several (not joint) and capped at the proceeds actually received by that Shareholder.

## ARTICLE 5 — DRAG-ALONG RIGHTS

### 5.1 Drag-along sale

If Shareholders constituting the Drag Threshold approve a bona fide arm's-length sale of all, or substantially all, of the outstanding Shares or of all or substantially all of the assets of the Corporation (a "Drag Sale"), those Shareholders (the "Dragging Shareholders") may require all other Shareholders to sell their Shares on the same price per Share and otherwise on the same terms as the Dragging Shareholders. The Dragging Shareholders shall deliver a Drag Notice at least twenty-five (25) Business Days before the proposed closing, describing the purchaser, price, form of consideration, and expected closing date.

### 5.2 Minority protections

A Drag Sale may not be imposed if: (a) the consideration is other than cash or freely tradeable securities of a reporting issuer listed on the TSX, TSX Venture, or NYSE, unless each dragged Shareholder may elect cash in lieu based on Fair Market Value determined by an independent valuator appointed by the Board; (b) the purchaser is an Affiliate of a Dragging Shareholder, unless the price is not less than Fair Market Value as determined by that valuator; or (c) the Drag Sale would close during the Lock-up Period, unless the Board (excluding nominees of the Dragging Shareholders) unanimously consents. Dragged Shareholders' liability shall be several and capped at proceeds received.

### 5.3 Power of attorney

Each Shareholder hereby irrevocably appoints the Chair of the Board as its attorney to execute transfer forms, share certificates, and closing deliverables required to complete a Drag Sale conducted in accordance with this Article 5. The power of attorney is coupled with an interest and survives the Shareholder's insolvency or incapacity.

## ARTICLE 6 — SHOTGUN BUY-SELL

### 6.1 Offer

At any time after the second anniversary of the Effective Date, any Shareholder holding at least 15% of the Class A Common Shares (the "Initiating Shareholder") may deliver a written offer (the "Shotgun Offer") to the other Shareholders stating a single all-cash price per Class A Common Share in Canadian dollars (the "Shotgun Price") at which the Initiating Shareholder offers either to purchase all Shares held by the recipients or to sell all of the Initiating Shareholder's Shares. The Shotgun Offer shall be irrevocable for sixty (60) days and shall not include any earn-out, vendor take-back, or other deferred consideration.

### 6.2 Election

Within sixty (60) days after receipt of the Shotgun Offer (the "Election Period"), the recipient Shareholders acting by simple majority of their Class A Common Shares shall elect in writing either to (a) sell all of their Shares to the Initiating Shareholder at the Shotgun Price, or (b) purchase all of the Initiating Shareholder's Shares at the Shotgun Price. If the recipients fail to elect within the Election Period, they are conclusively deemed to have elected to sell. Closing shall occur on the ninetieth (90th) day after expiry of the Election Period, or the next Business Day, against payment in immediately available funds to an account in Saskatoon or Calgary.

### 6.3 Default

If a party obliged to purchase fails to close, the non-defaulting party may, as its sole remedy in lieu of specific performance, elect within ten (10) Business Days to reverse the transaction at 90% of the Shotgun Price, in which case the defaulting party shall sell, and the non-defaulting party shall purchase, all of the defaulting party's Shares. Interest at the Royal Bank of Canada prime rate plus 4% per annum shall accrue on overdue amounts.

## ARTICLE 7 — PRE-EMPTIVE RIGHTS

If the Corporation proposes to issue any Shares or securities convertible into Shares for cash (an "Issuance"), it shall first offer those securities to the Shareholders pro rata to their Class A Common Share holdings, on the same terms, by written notice specifying price, number, and a subscription period of not less than fifteen (15) Business Days. Unsubscribed securities may be offered to the other Shareholders for a further five (5) Business Days, and thereafter to third parties for not more than sixty (60) days at a price not less than, and on terms no more favourable than, those offered to Shareholders. This Article 7 does not apply to (a) Shares issued under a Board-approved employee option plan covering in aggregate not more than 5% of the outstanding Class A Common Shares; (b) Shares issued on conversion of already outstanding convertible securities issued in compliance with this Agreement; or (c) Shares issued as consideration in an arm's-length acquisition approved as a Reserved Matter.

## ARTICLE 8 — BOARD OF DIRECTORS AND GOVERNANCE

### 8.1 Size and nominees

The Board shall consist of five (5) directors. For so long as Elkhorn holds at least 40% of the Class A Common Shares, Elkhorn is entitled to nominate three (3) directors. For so long as Northern holds at least 20%, Northern is entitled to nominate one (1) director. For so long as the Founder holds at least 10%, the Founder is entitled to nominate one (1) director, who may be the Founder. If a Shareholder falls below the applicable threshold, its nominee(s) shall resign promptly on written request of the Board, and the vacant seat(s) shall be filled by nominees of the remaining Shareholders in proportion to their then holdings, rounded to the nearest whole director, provided the Board remains at five.

### 8.2 Chair and meetings

The Chair of the Board shall be one of the Elkhorn nominees. The Chair has a second or casting vote only in the event of an equality of votes on a matter that is not a Reserved Matter. The Board shall meet at least quarterly, in Saskatoon, Calgary, or by electronic means. Quorum is a majority of directors, including at least one Elkhorn nominee and at least one nominee of another Shareholder. Notice of meetings shall be given not less than five (5) Business Days in advance, except in an emergency declared by the Chair acting reasonably.

### 8.3 Officers

The Founder shall serve as Chief Executive Officer unless removed by the Board for Cause, or by a resolution of the Board including the affirmative vote of at least one non-Elkhorn director. "Cause" means wilful misconduct, material breach of this Agreement or of a written employment agreement that remains uncured for fifteen (15) days after notice, fraud, or conviction of an indictable offence. The Chief Financial Officer shall be appointed by the Board on the recommendation of Elkhorn.

## ARTICLE 9 — RESERVED MATTERS

Notwithstanding anything to the contrary, the Corporation shall not, and the Board shall not authorize the Corporation to, take any of the following actions without the prior written approval of Shareholders holding at least 75% of the Class A Common Shares (each, a "Reserved Matter"):

(a) issue Shares or other securities, other than under Article 7 or an exempt employee plan described in Article 7;

(b) incur, assume, or guarantee indebtedness for borrowed money exceeding CAD $500,000 in the aggregate, other than draws under a Board-approved operating facility with a Canadian chartered bank;

(c) enter into, amend, or terminate any contract with a Shareholder or an Affiliate of a Shareholder, other than on arm's-length terms approved by the disinterested directors;

(d) sell, lease, or otherwise dispose of all or substantially all of the assets of the Corporation, or any assets having a book or Fair Market Value exceeding CAD $1,000,000 in a twelve-month period;

(e) amalgamate, merge, continue into another jurisdiction, or commence a voluntary proceeding under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada);

(f) change the size of the Board, amend the articles or by-laws, or alter the rights attaching to any class of Shares;

(g) declare or pay any dividend or other distribution, other than a distribution required to permit a Shareholder that is a flow-through entity to meet a demonstrated tax distribution obligation, in an amount certified by the CFO; or

(h) appoint or remove the auditor, or change the financial year end.

## ARTICLE 10 — INFORMATION RIGHTS

The Corporation shall deliver to each Shareholder: (a) monthly management accounts within twenty (20) days after month-end; (b) unaudited quarterly financial statements within forty-five (45) days after quarter-end; (c) audited annual financial statements prepared in accordance with IFRS within one hundred twenty (120) days after year-end; and (d) an annual budget and operating plan not later than thirty (30) days before the start of each financial year. Each Shareholder holding at least 10% of the Class A Common Shares may, once per calendar year on ten (10) Business Days' notice, inspect the books and records of the Corporation during ordinary business hours at the registered office in Saskatoon, and may cause a single audit or review at that Shareholder's expense, unless the inspection reveals a material misstatement, in which case the Corporation shall bear the cost. Information received under this Article 10 is Confidential Information.

## ARTICLE 11 — RESTRICTIVE COVENANTS

### 11.1 Non-competition

During the period that a Shareholder holds Shares and for twenty-four (24) months after that Shareholder ceases to hold any Shares (the "Restricted Period"), that Shareholder shall not, anywhere in the Provinces of British Columbia, Alberta, Saskatchewan, or Manitoba (the "Territory"), directly or indirectly carry on, be engaged in, or have a financial interest in a Competitor, other than ownership of less than 5% of the listed securities of a reporting issuer. The Founder additionally agrees that, during her employment and the Restricted Period, she shall not solicit any person who was a customer, grower, or supplier of the Corporation during the twelve (12) months preceding the date she ceases to hold Shares, in respect of products competitive with the Business.

### 11.2 Non-solicitation of personnel

During the Restricted Period, no Shareholder shall solicit or hire any employee of the Corporation earning more than CAD $80,000 per year, or any officer or director, other than by general advertisement not targeted at Corporation personnel. The parties acknowledge that these covenants are reasonable given the nature of the Business and the confidential grower relationships in the Territory, and that the Corporation would not have entered into this Agreement without them. If a court of competent jurisdiction finds any covenant overbroad, that court is requested to read it down to the maximum enforceable scope.

## ARTICLE 12 — CONFIDENTIALITY

"Confidential Information" means all non-public information relating to the Corporation, the Business, grower lists, pricing, this Agreement, and the affairs of any Shareholder learned in connection with this Agreement, but excludes information that is or becomes public other than by breach, is independently developed without use of Confidential Information, or is required to be disclosed by law or a stock exchange, provided the disclosing party gives prompt notice where legally permitted. Each party shall hold Confidential Information in confidence and use it only to perform this Agreement or to monitor its investment. The obligations in this Article 12 survive for five (5) years after a party ceases to be a Shareholder, and indefinitely in respect of trade secrets and grower lists.

## ARTICLE 13 — DISPUTE RESOLUTION AND GOVERNING LAW

### 13.1 Negotiation and mediation

If a dispute arises out of this Agreement, the parties shall first attempt in good faith to resolve it by negotiation between the Chair and the Founder (or another nominee of Northern if the Founder is a party to the dispute). If the dispute is not resolved within twenty (20) Business Days, any party may refer it to mediation in Saskatoon under the National Mediation Rules of the ADR Institute of Canada, Inc. Mediation shall be completed within forty-five (45) days of the mediator's appointment unless extended by agreement.

### 13.2 Arbitration

If mediation does not resolve the dispute, it shall be referred to final and binding arbitration in Saskatoon, Saskatchewan, under *The Arbitration Act, 1992* (Saskatchewan) and the ADRIC Arbitration Rules. The tribunal shall consist of a single arbitrator if the amount in dispute is less than CAD $2,000,000, and three arbitrators otherwise. The language of the arbitration is English. The arbitrator(s) may award costs. Judgment on the award may be entered in the Court of King's Bench for Saskatchewan, judicial centre of Saskatoon. Notwithstanding the foregoing, a party may seek interim injunctive relief in that Court to protect Confidential Information or enforce Article 11, and the parties attorn to the exclusive jurisdiction of that Court for such interim relief.

### 13.3 Governing law

This Agreement is governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, without regard to conflict of laws principles that would refer to the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

## ARTICLE 14 — GENERAL

### 14.1 Entire agreement

This Agreement, including the Schedules, constitutes the entire agreement among the parties concerning its subject matter and supersedes all prior agreements, including the term sheet dated 12 June 2024 among Elkhorn, Northern, and the Founder. No amendment is effective unless in writing and signed by Shareholders holding at least 75% of the Class A Common Shares and, if the amendment adversely affects the Founder in a manner different from other Shareholders, by the Founder.

### 14.2 Notices

Notices shall be in writing and delivered by hand, courier, or email (with read receipt) to the addresses in Schedule A, and are deemed received on the date of delivery if delivered on a Business Day before 5:00 p.m. Saskatoon time, and on the next Business Day otherwise. The Corporation's address for notice is 1500 – 410 22nd Street East, Saskatoon, SK S7K 5T6.

### 14.3 Assignment and enurement

No party may assign this Agreement except in connection with a Transfer permitted under Article 3. This Agreement enures to the benefit of and binds the parties and their permitted successors and assigns. Time is of the essence. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original.

### 14.4 Independent legal advice

Each party acknowledges that it has been advised to obtain independent legal advice, has had the opportunity to do so, and enters into this Agreement voluntarily. Nothing in this specimen constitutes legal advice by MLT Aikins LLP or by PartnerLogic.

## SCHEDULE A — SHAREHOLDERS AND NOTICE PARTICULARS

**Elkhorn Capital Partners Ltd.** — 5,500,000 Class A Common Shares (55%). Registered office: 3200, 421 7th Avenue SW, Calgary, Alberta T2P 4K9. Email: notices@elkhorn.example. Nominee directors (initial): Jordan Hale, Priya Nair, and Samuel Okonkwo. Elkhorn is an Alberta corporation controlled by Elkhorn Fund IV, L.P.

**Northern Grain Ventures Inc.** — 3,000,000 Class A Common Shares (30%). Registered office: 201 Portage Avenue, Suite 1800, Winnipeg, Manitoba R3B 3K6. Email: legal@northerngrain.example. Nominee director (initial): Elise Beauregard. Northern is a Manitoba corporation.

**Mara Chen** — 1,500,000 Class A Common Shares (15%). Address for notice: 612 Spadina Crescent East, Saskatoon, Saskatchewan S7K 3G9. Email: mara.chen@prairieharvest.example. The Founder is the initial Chief Executive Officer and the Founder's nominee director.

## SCHEDULE B — INITIAL BOARD AND OFFICERS

Directors as of the Effective Date: Jordan Hale (Chair), Priya Nair, Samuel Okonkwo, Elise Beauregard, and Mara Chen. Officers as of the Effective Date: Mara Chen, Chief Executive Officer; Christopher Dahl, Chief Financial Officer (Elkhorn recommendation); and Anika Singh, Corporate Secretary. The registered office is in Saskatoon, Saskatchewan. The financial year end is 31 December.

## SCHEDULE C — KEY COMMERCIAL PARAMETERS (FOR EASE OF REFERENCE)

The following summary is for convenience only. If this Schedule C conflicts with the body of the Agreement, the body prevails. Lock-up Period: 18 months from 1 September 2024. ROFR: Corporation has 10 Business Days, then other Shareholders have 15 Business Days; residual third-party sale window 45 days; cash only; Board consent required for any Transfer to a Competitor. Tag-along: triggered at 10% of Class A Common Shares; 15 Business Days to elect; Founder full-exit overlay if left below 5%. Drag-along: 66.67% threshold; 25 Business Days' notice; cash or listed paper unless cash election; no Affiliate purchaser below Fair Market Value. Shotgun: available after 2 years; 15% minimum holder; 60-day election; 90-day close; all cash CAD; default reverse at 90% of price. Pre-emptive: 15 Business Days plus 5-day oversubscription. Board: five seats (3 Elkhorn / 1 Northern / 1 Founder). Reserved Matters: 75% Shareholder approval, including debt above CAD $500,000 and asset sales above CAD $1,000,000 in a year. Information: monthly in 20 days, quarterly in 45, audited annual in 120. Non-compete: 24 months in BC, AB, SK, and MB. Confidentiality: 5 years (indefinite for trade secrets and grower lists). Governing law: Saskatchewan. Arbitration: Saskatoon under The Arbitration Act, 1992 (Saskatchewan); interim relief in the Court of King's Bench for Saskatchewan, judicial centre of Saskatoon.

*IN WITNESS WHEREOF the parties have executed this Unanimous Shareholder Agreement as of the Effective Date.*

PRAIRIE HARVEST HOLDINGS INC.

Per: ____________________________ Name: Mara Chen  Title: Chief Executive Officer

ELKHORN CAPITAL PARTNERS LTD.

Per: ____________________________ Name: Jordan Hale  Title: Managing Partner

NORTHERN GRAIN VENTURES INC.

Per: ____________________________ Name: Elise Beauregard Title: Director

MARA CHEN

_________________________________ Witness: ____________________________