

File No. CI 24-01-45056

**THE KING'S BENCH**  
**WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT  
TO SECTION 243 OF *THE BANKRUPTCY AND*  
*INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS  
AMENDED AND SECTION 55 of *THE COURT OF*  
*KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

**BANK OF MONTREAL,**

Applicant,

- and -

**GENESUS INC., CAN-AM GENETICS INC. and**  
**GENESUS GENETICS, INC.**

Respondents.

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**AFFIDAVIT OF ED BARRINGTON**  
**AFFIRMED JANUARY 15<sup>TH</sup>, 2025**

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**PITBLADO LLP**

2500 - 360 Main Street  
Winnipeg, MB R3C 4H6

**Catherine E. Howden / Madison Laval**

Phone No. 204-956-0560  
Fax No. 204-957-0227

(File No. 638/400)

**THE KING'S BENCH**  
**WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT  
TO SECTION 243 OF *THE BANKRUPTCY AND*  
*INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS  
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BETWEEN:

**BANK OF MONTREAL,**

Applicant,

- and -

**GENESUS INC., CAN-AM GENETICS INC. and GENESUS**  
**GENETICS, INC.,**

Respondents.

**AFFIDAVIT OF ED BARRINGTON**

I, ED BARRINGTON, of the City of Edmonton, in the Province of  
Alberta,

AFFIRM AND SAY THAT:

1. I am a Senior Account Manager, Special Accounts Management Unit,  
Western Canada for Bank of Montreal ("**BMO**"), the Applicant herein, and as  
such, have personal knowledge of the facts and matters hereinafter deposed

to by me, except where same are stated to be based upon information and belief, in which case I verily do believe same to be true.

2. I repeat and rely upon my Affidavit affirmed February 9, 2024 (my “**First Affidavit**”) and my Supplemental Affidavit affirmed May 28, 2024 (my “**Second Affidavit**”) in these proceedings. Unless otherwise noted, the capitalized terms used herein have the same meaning as those defined in my First Affidavit and Second Affidavit.

3. I make this Affidavit in response to the Affidavit of Allan Herman, affirmed May 29, 2024 (the “**Herman Affidavit**”).

Section 95(1)(a) of the *Bankruptcy and Insolvency Act*

4. In response to paragraphs 7 and 8 of the Herman Affidavit, I am advised by my counsel, Catherine Howden of Pitblado LLP (“**Ms. Howden**”) and do verily believe that:

- (a) None of the Debtors made an assignment into bankruptcy;
- (b) An assignment into bankruptcy was not made in respect of any of the Debtors;
- (c) None of the Debtors made a proposal in bankruptcy;

- (d) A proposal in bankruptcy was not made in respect of any of the Debtors;
- (e) None of the Debtors filed a notice of intention to make a proposal in bankruptcy;
- (f) An application for a bankruptcy order was not filed against any of the Debtors; and
- (g) No proceedings were commenced under the *Companies' Creditors Arrangements Act* with respect to any of the Debtors;

either three months before BMO filed its Notice of Application for the Appointment of a Receiver with respect to the Debtors on February 12, 2024, or at any other time.

5. In further response to paragraph 7 of the Herman Affidavit, and as set out at paragraphs 12(a), 15, and 18(a) of my First Affidavit, each of the Debtors executed a General Security Agreement in favour of BMO in or about March, 2011. It is a term of each Debtors' General Security Agreement that the Debtors grant a floating charge in favour of BMO with respect to, *inter alia*, all of the Debtors' undertaking and all of the Debtors' property and



assets, both real and personal, moveable or immovable, both present and future, of whatsoever nature and kind.

Financial Difficulties of the Debtors

6. As set out at paragraph 7 of my First Affidavit, I became involved in the Debtors' accounts on behalf of BMO's Special Accounts Management Unit in or about February 2023 and had regular contact with the Debtors thereafter.

7. It is my understanding that prior to my involvement in the Debtors' accounts, the Debtors were experiencing significant financial difficulties, which continued throughout my involvement with the Debtors.

8. On or about February 13, 2023, I sent an email to Jim Long, director of the Debtors ("**Mr. Long**"), in which I summarized the introductory conversation Mr. Long and I had over the phone on February 10, 2023, *inter alia*, as follows:

- (a) On or about February 10, 2023, the Genesis operating line was in an unauthorized overdraft position, in breach of the Loans and Security;

- (b) As at February 10, 2023, the Debtors had failed to report to BMO with respect to their financial statements for March 2022, in breach of the Loans and Security; and
- (c) As at February 10, 2023, the Debtors' loan account with FCC had been transferred to FCC's "Special Loans Unit";

Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a copy of my email to Mr. Long, dated February 13, 2023.

9. On or about March 17, 2023, Genesis' account was in an unauthorized overdraft position, in breach of the Loans and Security. BMO returned a cheque in the amount of \$46,130.00 to Genesis to cure the unauthorized overdraft position. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a copy of my email correspondence with Mr. Long regarding Genesis' unauthorized overdraft position, dated March 17, 2023.

10. On or about April 26, 2023, and as further set out at subparagraph 61(c) of my First Affidavit, BMO was served with a Notice of Garnishment (After Judgment) in the amount of \$24,944.03 by Venbridge Limited Partnership ("**Venbridge**"), a judgment creditor of Genesis. On or about April 26, 2023, I sent an email to Trevor Klippenstein, then-Vice President Finance of Genesis ("**Mr. Klippenstein**") and Mr. Long, advising that BMO

would place a hold on Genesis' account for the amount indicated in Venbridge's Notice of Garnishment. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of my email to Mr. Klippenstein and Mr. Long, dated April 26, 2023.

11. On or about May 23, 2023, I sent an email to Mr. Klippenstein and Mr. Long to advise that BMO had serious concerns about, *inter alia*, the cash flow projections provided by the Debtors to BDO. I further advised Mr. Klippenstein and Mr. Long, *inter alia*, that the Debtors continued to be in an unauthorized overdraft position, in breach of the Loans and Security. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a copy of my email to Mr. Klippenstein and Mr. Long, dated May 23, 2023.

#### The Forbearance Agreement

12. As set out at paragraph 37, Exhibit "II", to my First Affidavit, on or about June 16 and July 6, 2023, BMO made demand and served Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (the "**Demand and NIES**") and Notices of Intent by Secured Creditor pursuant to *The Farm Debt Mediation Act* upon the Debtors.

13. On or about July 6, 2023, upon sending the Demand and NIES to the Debtors, the Debtors' BMO accounts, including the Operating Loan (Account

0545-1998-976) (the “**Operating Line**”), were converted to “non-accrual status”.

14. Therefore, the Debtors’ BMO accounts operated as a deposit account (the “**Deposit Account**”). Although it was under no obligation to do so, BMO elected not to reduce the limit of the Operating Line and to draw down any unused room on the Debtors’ Operating Line and to deposit same it into the Debtors’ Deposit Account, thereby creating a float to assist the Debtors in, *inter alia*, clearing cheques and meeting their payroll obligations.

15. Notwithstanding BMO’s attempts to assist the Debtors, including by depositing the unused room from the Operating Line into the Deposit Account, the Debtors were subsequently in an unauthorized overdraft position on several occasions and were unable to meet their payroll obligations, including between October 2023 and April 2024, as more particularly set out at paragraphs 46-52 of my First Affidavit, and paragraph 4 of my Second Affidavit.

16. I am advised by counsel for BMO, Ms. Howden, and do verily believe that on or about July 7, 2023, the Debtors retained Kalev Anniko of Fillmore Riley LLP (“**Mr. Anniko**”) with respect to this matter.

17. I am further advised by Ms. Howden, and do verily believe that on or about July 7, 2023, Mr. Anniko sent an email to Ms. Howden and advised, *inter alia*, that the Debtors were seeking to enter into a forbearance agreement with BMO to allow them time to evaluate their financial situation. Attached hereto and marked as **Exhibit “E”** to this my Affidavit is a copy of Ms. Howden’s email correspondence with Mr. Anniko, dated July 7, 2023.

18. I am further advised by Ms. Howden, and do verily believe that on or about July 13, 2023, she provided copies of the signed Demand and NIES to Mr. Anniko, at Mr. Anniko’s request. I am further advised by Ms. Howden, and do verily believe, that on or about July 21, 2023, Mr. Anniko sent an email to Ms. Howden to advise that the Debtors were eager to address this matter and Mr. Anniko asked when Ms. Howden may be able to share BMO’s proposal. Attached hereto and marked as **Exhibit “F”** to this my Affidavit is a copy of Ms. Howden’s email correspondence with Mr. Anniko between July 13 and July 21, 2023.

19. I am further advised by Ms. Howden, and do verily believe that on or about July 26, 2023, she sent an email to Mr. Anniko setting out the possible forbearance terms BMO was prepared to consider including, *inter alia*, that the Debtors would provide additional security to BMO against their real

property by way of a second multipurpose demand mortgage in the amount of \$8,000,000.00 (the “**Second Mortgage**”), subordinate only to the mortgage security of FCC. I am further advised by Ms. Howden, and do verily believe that on or about July 27, 2023, in response to Ms. Howden’s email of July 26, 2023, Mr. Anniko advised that he would discuss BMO’s proposed forbearance terms with the Debtors and asked Ms. Howden to clarify certain forbearance terms proposed by BMO including, *inter alia*, what BDO Canada Limited (“**BDO**”)’s role as monitor would entail. Attached hereto and marked as **Exhibit “G”** to this my Affidavit is a copy of Ms. Howden’s email to Mr. Anniko, between July 26 and July 27, 2023.

20. I am further advised by Ms. Howden, and do verily believe, that on or about July 31, 2023, Mr. Anniko again responded to Ms. Howden’s email of July 26, 2023, and advised, *inter alia*, that the Debtors agreed to provide the Second Mortgage to BMO. Attached hereto and marked as **Exhibit “H”** to this my Affidavit is a copy of Mr. Anniko’s email to Ms. Howden, dated July 31, 2023.

21. I am further advised by Ms. Howden, and do verily believe, that on or about July 28, 2023, she responded to Mr. Anniko’s email of July 27, 2023, and explained that, as monitor, BDO would, *inter alia*, review the Debtors’

monthly financial reporting, monitor and update BMO regarding the Debtors' refinancing efforts, and would review and monitor the forbearance terms. Ms. Howden further advised Mr. Anniko that BMO was willing to engage in further discussions with the Debtors with respect to BMO's concerns and proposed forbearance terms. Attached hereto and marked as **Exhibit "I"** to this my Affidavit is a copy of Ms. Howden's email to Mr. Anniko dated July 28, 2023.

22. I am further advised by Ms. Howden, and do verily believe that on or about August 1, 2023, Mr. Anniko sent an email to Ms. Howden, further to a meeting between the parties that had occurred earlier that day which summarized the Debtors' position with respect to BMO's proposed forbearance terms. Mr. Anniko again advised, *inter alia*, that the Debtors agreed to provide the Second Mortgage to BMO, subject to the approval of FCC. I am further advised by Ms. Howden, and do verily believe, that on or about August 1, 2023, she responded to Mr. Anniko and indicated that he had accurately described the main points of the parties' meeting. Attached hereto and marked as **Exhibit "J"** to this my Affidavit is a copy of Mr. Anniko's email correspondence with Ms. Howden, dated August 1, 2023.

23. On or about August 2, 2023, the Debtors' BMO accounts were all in an unauthorized overdraft position, and Genesis and Can-Am attempted to

transfer approximately \$24,000.00 each from their respective BMO accounts to accounts with the Bank of Nova Scotia.

24. I am advised by Ms. Howden, and do verily believe, that on or about August 2, 2023, she sent an email to Mr. Anniko to advise, *inter alia*, that the Debtors were in an unauthorized overdraft position and that items would therefore be returned by BMO, and that Genesis and Can-Am had attempted to transfer approximately \$24,000.00 each from their respective BMO accounts to accounts with the Bank of Nova Scotia, in breach of the Loans and Security. Ms. Howden further advised Mr. Anniko that BMO would require, as a condition of any forbearance, that the Debtors shall bank solely with BMO and that all accounts receivable, revenues and cash resources shall be deposited with BMO. I am further advised by Ms. Howden, and do verily believe, that Mr. Anniko responded to Ms. Howden's email of August 2, 2023, and advised *inter alia* that Genesis' payroll company was using a Bank of Nova Scotia account distribute wages. Attached hereto and marked as **Exhibit "K"** to this my Affidavit is a copy of Ms. Howden's email correspondence with Mr. Anniko, dated August 2, 2023.

25. I am further advised by Ms. Howden, and do verily believe, that on or about August 9, 2023, Mr. Anniko sent an email to Ms. Howden and advised,



*inter alia*, that FCC was prepared to allow BMO to register the Second Mortgage on the Debtors' Properties, subject to certain conditions. I am further advised by Ms. Howden, and do verily believe, that on or about August 11, 2023, Mr. Anniko sent another email to Ms. Howden, confirming, *inter alia*, that the Debtors were prepared to grant the Second Mortgage to BMO and to have Genesis postpone its second mortgage position registered against Can-Am's Property to BMO. Attached hereto and marked as **Exhibit "L"** to this my Affidavit is a copy of Mr. Anniko's email correspondence with Ms. Howden, between August 9 and 11, 2023.

26. On or about August 14, 2023, the Debtors' Deposit Account was in an unauthorized overdraft position, due to what appeared to be insurance and commodity contract payments. I sent an email to Mr. Klippenstein and advised, *inter alia*, that BMO's preference was not to return these items and I asked Mr. Klippenstein whether the Debtors could cover these items. Mr. Klippenstein responded to my email and advised that the Debtors had moved funds to the Deposit Account in order to cure the unauthorized overdraft position. Attached hereto and marked as **Exhibit "M"** to this my Affidavit is a copy of my email correspondence with Mr. Klippenstein, dated August 14, 2023.

27. On or about August 15, 2023, I received an email from Mr. Klippenstein advising, *inter alia*, that there was a good chance that Genesis would be in an overdraft position the following day by \$130,000.00 CAD, due to Genesis' payroll obligations. I responded to Mr. Klippenstein on or about August 15, 2023, and advised that BMO would not extend itself further to cover the \$130,000.00 CAD overdraft. Attached hereto and marked as **Exhibit "N"** to this my Affidavit is a copy of my email correspondence with Mr. Klippenstein, dated August 15, 2023.

28. On or about August 16, 2023, Genesis cured its \$130,000.00 overdraft.

29. I am further advised by Ms. Howden, and do verily believe, that on or about August 24, 2023, she sent an email to Mr. Anniko, attaching a draft form of forbearance agreement for his review. Attached hereto and marked as **Exhibit "O"** to this my Affidavit is a copy of Ms. Howden's email to Mr. Anniko, dated August 24, 2023.

30. On or about August 30, 2023, Genesis' BMO account was in an unauthorized overdraft position in the amount of approximately \$24,000.00. BMO accordingly returned a cheque in the amount of \$24,000.00 from Genesis to one of its customers to cure the unauthorized overdraft.

31. I am further advised by Ms. Howden, and do verily believe, that on or about August 31, 2023, Mr. Anniko sent an email to Ms. Howden to advise, *inter alia*, that the Debtors' ability to respond to the forbearance agreement proposed by BMO would be delayed until the Debtors' received information with respect to their cash flows, which was expected to occur the following week. Mr. Anniko further advised, *inter alia*, that the Debtors' cash flows would support a request by the Debtors, notwithstanding that BMO's Second Mortgage would be executed and registered pursuant to the Forbearance Agreement (as hereinafter defined), to retain some proceeds of the sale of the St. Andrews Property for the Debtors' operational needs. Mr. Anniko further advised, *inter alia*, that the Debtors remained committed to seeing their business through its current financial difficulties and understood that, in order to do so, BMO's cooperation was necessary. Attached hereto and marked as **Exhibit "P"** is a copy of Mr. Anniko's email to Ms. Howden, dated August 31, 2023.

32. On or about August 31, 2023, counsel for BMO, E. Scott Ransom of Pitblado LLP ("**Mr. Ransom**") sent a letter to Mr. Anniko, enclosing the documents listed therein, for execution by Genesis and Can-Am with respect to BMO's Second Mortgage. Attached hereto and marked as **Exhibit**

“Q” to this my Affidavit is a copy of Mr. Ransom’s letter to Mr. Anniko, dated August 31, 2023.

33. On or about September 5, 2023, all of the Debtors’ BMO accounts were in an unauthorized overdraft position. I sent an email to Mr. Klippenstein advising, *inter alia*, that if the Debtors could not cure their unauthorized overdraft positions by 11:00 a.m. on September 5, 2023, BMO would return various items to the Debtors, including payments relating to insurance, Manitoba Hydro, and Bell MTS. Mr. Klippenstein responded to my email and advised, *inter alia*, that the Debtors had issued stop payments on various items. BMO ultimately returned various items to the Debtors to cure their unauthorized overdraft positions. Attached hereto and marked as **Exhibit “R”** to this my Affidavit is a copy of my email correspondence with Mr. Klippenstein, dated September 5, 2023.

34. I am further advised by Ms. Howden, and do verily believe, that on or about September 6, 2023, she responded to Mr. Anniko’s email of August 31, 2023, and asked, *inter alia*, whether Mr. Anniko could advise whether the Debtors were prepared to execute BMO’s Second Mortgage in advance of a signed forbearance agreement. I am further advised by Ms. Howden, and do verily believe, that on or about September 7, 2023, Mr. Anniko responded to

her email of September 6, 2023, and advised, *inter alia*, that due to the nature of the forbearance terms proposed by BMO relating to the sale of the St. Andrews Property, the execution of BMO's Second Mortgage should be part and parcel of the execution of the Forbearance Agreement. Attached hereto and marked as **Exhibit "S"** to this my Affidavit is a copy of Ms. Howden's email correspondence with Mr. Anniko between September 6 and 7, 2023.

35. I am advised by Ms. Howden, and do verily believe, that on or about September 8, 2023, she sent an email to Mr. Anniko, again attaching a draft forbearance agreement and summarizing a conversation she had with Mr. Anniko on or about September 7, 2023. Ms. Howden indicated, *inter alia*, that BMO was concerned about the recent instances wherein the Debtors had been in unauthorized overdraft and about the Debtors' ability to fund their ongoing operations. Ms. Howden further advised that BMO required that forbearance term be finalized without undue delay. Attached hereto and marked as **Exhibit "T"** to this my Affidavit is a copy of Ms. Howden's email to Mr. Anniko, dated September 8, 2023.

36. I am further advised by Ms. Howden, and do verily believe, that on or about September 12, 2023, Mr. Anniko sent an email to Ms. Howden and provided her the Debtors' cash flow projections along with his proposed

revisions to the proposed forbearance agreement. Attached hereto and marked as **Exhibit “U”** to this my Affidavit is a copy of Mr. Anniko’s email to Ms. Howden, dated September 12, 2023.

37. I am further advised by Ms. Howden, and do verily believe, that on or about September 22, 2023, she sent an email to Mr. Anniko, enclosing a form of forbearance agreement acceptable to BMO, which included certain revisions proposed by Mr. Anniko. I am further advised by Ms. Howden, and do verily believe, that Mr. Anniko responded to her email of September 22, 2023, and asked whether BMO would agree, *inter alia*, to extend the Forbearance Term (as that term is hereinafter defined) to January 15, 2024, and to allow the Debtors to retain \$300,000.00 of the proceeds of sale from the St. Andrews Property. I am further advised by Ms. Howden and do verily believe that she responded to Mr. Anniko on or about September 22, 2023, and advised, *inter alia*, that BMO agreed to extend the Forbearance Term (as that term is hereinafter defined) to January 15, 2024, however, BMO would not agree to allow the Debtors to retain any proceeds of sale from the St. Andrews Property. Attached hereto and marked as **Exhibit “V”** to this my Affidavit is a copy of Ms. Howden’s email correspondence with Mr. Anniko dated September 22, 2023.

38. I am further advised by Ms. Howden, and do verily believe that on or about September 27, 2023, she sent an email to Mr. Anniko, summarizing a conversation they had that afternoon. Ms. Howden advised, *inter alia*, that she would be sending Mr. Anniko a revised forbearance agreement the following morning to reflect certain revised terms, including that the Debtors would pay a forbearance fee of \$45,000.00 to BMO, and that the forbearance term would be revised to January 15, 2024. Attached hereto and marked as **Exhibit "W"** to this my Affidavit is a copy of Ms. Howden's email to Mr. Anniko, dated September 27, 2023.

39. I am further advised by Ms. Howden, and do verily believe that on or about September 28, 2023, Ms. Howden sent an email to Mr. Anniko, enclosing a copy of the revised forbearance agreement. I am further advised by Ms. Howden, and do verily believe, that Mr. Anniko responded and advised that the Debtors were prepared to sign the forbearance agreement attached to Ms. Howden's email of September 28, 2023, on the understanding that BMO's Second Mortgage would not apply to the St. Andrews Property. I am further advised by Ms. Howden, and do verily believe, that on September 29, 2023, she responded to Mr. Anniko's email and advised that the St. Andrews Property had been removed from BMO's Second Mortgage but that the reference in the forbearance agreement to

BMO's Second Mortgage being over all of the Debtors' properties would remain, should the sale of the St. Andrews Property fail to close. I am further advised by Ms. Howden, and do verily believe, that on October 2, 2023, Mr. Anniko provided Ms. Howden a copy of the Forbearance Agreement (as hereinafter defined) signed by the Debtors and requested that Ms. Howden provide him a fully executed copy. Attached hereto and marked as **Exhibit "X"** to this my Affidavit is a copy of Ms. Howden's email correspondence with Mr. Anniko between September 28 and October 2, 2023.

40. As set out at paragraph 39, Exhibit "KK" to my First Affidavit, the finalized forbearance agreement (the "**Forbearance Agreement**") was executed by BMO and the Debtors on or about September 30, 2023. It was a term of the Forbearance Agreement, *inter alia*, that:

- (a) BMO would not proceed to take further steps to recover payment of the Debt, or to enforce its Security, until 11:59 p.m. on January 15, 2024 (the "**Forbearance Term**"), provided that all terms and conditions of the Forbearance Agreement are complied with;
- (b) The Debtors shall pay to BMO a non-refundable forbearance fee of \$45,000.00 on or before October 30, 2023, from the sale



proceeds of the St. Andrews Property (the “**Forbearance Fee**”);  
and

- (c) In consideration of the Forbearance Agreement and as security for the repayment of the Debt owing, the Debtors agree to provide BMO the Second Mortgage against all of the land and premises owned by Genesis and Can-Am. The Second Mortgage shall be a Demand Mortgage in the sum of \$8,000,000.00, subordinate only to first mortgages to FCC.

41. On or about October 12, 2023, BMO registered its Second Mortgage against title to the Genesis Property and the Can-Am Property, with the exception of the St. Andrews Property which was sold by the Debtors as contemplated in the Forbearance Agreement. Attached hereto and marked as **Exhibit “Y”** are copies of the Status of Title for the Genesis Property and Can-Am Property against which Second Mortgage was registered.

42. On or about November 16, 2023, Mr. Ransom sent me a letter, via email, confirming that BMO’s Second Mortgage had been registered on title to all of Genesis’ and Can-Am’s real property in Manitoba. Attached hereto and marked as **Exhibit “Z”** to this my Affidavit is a copy of Mr. Ransom’s letter, dated November 16, 2023.

43. As consideration for the Second Mortgage, BMO executed the Forbearance Agreement and allowed the Debtors to continue to draw from the available credit in the Operating Line throughout the Forbearance Term.

44. As set out at paragraphs 52 to 55 and 62 of my First Affidavit, Genesis continued its operations, both throughout the Forbearance Term and after the expiry of the Forbearance Agreement and continued to use assets and the available funds in the Deposit Account, secured to BMO, to pay other creditors subordinate to BMO in the ordinary course of its business, without any payments being made to BMO to reduce the Genesis Debt to BMO.

45. Throughout the Forbearance Term and after the expiry of the Forbearance Agreement, interest continued to accrue on the Operating Line, without any interest payments being made by the Debtors, to BMO's detriment.

Action by Sea Air International Forwarders Limited against Genesis Inc.

46. As set out at subparagraph 61(e) and Exhibit "YY" of my First Affidavit, I am informed by my review of the online Manitoba Court of King's Bench Registry, and do verily believe, that on December 12, 2023, Sea Air International Forwarders Limited ("**Sea Air**") filed a Requisition to file a Judgment obtained from the Ontario Superior Court of Justice against

Genesis in the Manitoba Court of King's Bench, pursuant to *The Enforcement of Canadian Judgments Act*.

47. I am informed by my review of the Ontario Corporate search results for Sea Air and do verily believe that Sea Air is a corporation incorporated pursuant to the laws of the Province of Ontario. I am further advised by counsel for BMO, Ms. Howden, and do verily believe that Sea Air is not extra-provincially registered in Manitoba. Attached hereto and marked as **Exhibit "AA"** to this my Affidavit is a copy of the Ontario Corporate search results for Sea Air.

48. At the time that BMO's Second Mortgage was registered on title to the Debtor's Property on or about October 12, 2023, Sea Air's Judgment against Genesis had not been filed in the Manitoba Court of King's Bench, nor was it registered against title to Genesis' Property.

49. I am informed by my review of the Herman Affidavit and do verily believe that Sea Air's Judgment against Genesis, registered in the Manitoba Court of King's Bench on December 12, 2023, was registered against title to Genesis' Property on or about December 15, 2023.

50. BMO's intention in registering its Second Mortgage against the Debtors' Property was *bona fide* and negotiated with the Debtors, at their

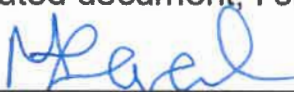
request, to allow time for the Debtors to pursue refinancing or sale of the business as a going concern. The Second Mortgage was consideration to protect BMO's interests in light of the Debt owed by the Debtors to BMO and due to the Debtors' dissipation of BMO's existing Security during the Forbearance Term. The Second Mortgage was also consideration for BMO to continue allowing the Debtors to draw from the Operating Line to carry on business operations and maintain the animal inventory.

51. I make this Affidavit *bona fide*.

AFFIRMED BEFORE ME at the )  
City of Edmonton, in the Province )  
of Alberta, by videoconference on )  
the 15<sup>th</sup> day of January, 2025, at )  
which time I saw and heard the )  
declarant affirm this document and )  
sign it. )  
The declarant provided their )  
identity by means of Alberta driver's )  
license. )

  
ED BARRINGTON

On this 16<sup>th</sup> day of January, 2025,  
having received this originally  
executed document, I signed it.

  
A Notary Public in and for the  
Province of Manitoba

This is **Exhibit "A"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



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A Notary Public in and for the Province of Manitoba

**From:** BARRINGTON, ED

**Sent:** February 13, 2023 11:50 AM

**To:** [jimlong@genesus.com](mailto:jimlong@genesus.com)

**Subject:** Recap of our Conversation - Financial Statements and Business Review Required

Hi Jim,

Thank you for our introductory chat on Friday, February 10, 2023. A recap of our conversation:

- 1) Can you please me know over the next few days when we can expect the accountant prepared financial statements for March 2022 for Genesus Inc, as well as for Genesus Genetics Inc. and Can-AM Genetics Inc.?
- 2) You and I can be the direct contacts as we try to work through this situation. I'll reach out to Trevor as needed on any day-to-day financial matters, but will copy you on any e-mail correspondence. Please do not contact your former BMO Relationship Manager, Travis Kirton.
- 3) Note that the recent unauthorized excesses on the operating line for Genesus, as well as the late reporting are considered breaches of the Letter of Agreement with BMO. Any items that clear on the account over the operating line limit will be automatically returned going forward, and I have communicated this to Trevor (VP Finance) earlier today.
- 4) You believe CRA is up to date.
- 5) FCC have transferred their loan with Genesus (of approximately \$500k) to their 'Special Loans Unit'.
- 6) Pricing (interest rates) on the BMO debt will need to be addressed/increased, but I will send a separate e-mail on this matter in the coming weeks.
- 7) Legal costs will be incurred by the Bank, related to the transfer of the Genesus connection into the BMO Special Accounts Management Unit. These legal costs are for your account and I will communicate the invoices/costs as they come due.
- 8) You'll keep the other shareholders informed of the situation i.e. transfer of the account to BMO Special Accounts Management Unit.
- 9) A 'Business Review' by a third party will need to be conducted to help all parties involved understand, specifically:
  - Details of the business/operations, and the issues negatively impacting the business in recent months/years;
  - I have not yet located the projections that you referred to, but these may be built into the third party review – this will act as a guide going forward. They should be realistic and ideally present a return to financial health;
  - The Bank's security position;

The report provides a lot of value to all parties involved, and helps make decisions as we move forward – therefore, I think it's important that we move forward with this step sooner rather than later. I've reached out today to David Lewis at BDO and he is aware the key points that the Bank is looking for in the report. Can you please give David a call to discuss some of the initial steps in the Business Review process? There is a cost to this report that is for your account. David's contact info is as follows:

David Lewis, CPA, CFP, Licensed Insolvency Trustee  
Partner/Senior Vice President, Business Restructuring and Turnaround Services  
Financial Advisory Services  
BDO Canada Limited

[dlewis@bdo.ca](mailto:dlewis@bdo.ca)  
900, 10130 103 Street NW  
Edmonton, Alberta T5J 3N9  
Canada  
Tel: 780-441-2155  
Fax: 780-424-3222

Let's keep the communication open – please feel free to contact me at any time.

Regards,

**Ed Barrington**  
Senior Account Manager  
SAMU I Western Canada

**BMO Financial Group**  
20th Floor  
10175 - 101 Street  
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com  
**M** (780) 863-0852

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This is **Exhibit "B"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read "N. Zel", is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba



**From:** BARRINGTON, ED  
**Sent:** March 17, 2023 7:33 AM  
**To:** Jim Long <jimlong@genesus.com>  
**Cc:** 'Trevor Klippenstein' <tklippenstein@genesus.com>  
**Subject:** Cheque Returned

Good morning,

Cheque NO.34388 for \$46,130.00 will be returned as an unauthorized excess has occurred on the BMO operating loan. Per previous advice, please ensure the operating loan balance remains within the operating loan limit. This is a breach of the terms and conditions of borrowing with the Bank of Montreal, and the Bank reserves all of its rights under the agreement.

Regards,

**Ed Barrington**  
Senior Account Manager  
SAMU I Western Canada

**BMO Financial Group**  
20th Floor  
10175 - 101 Street  
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com  
**M** (780) 863-0852

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This is **Exhibit "C"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read "Kael", is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba

-----Original Message-----

From: BARRINGTON, ED  
Sent: April 26, 2023 9:36 AM  
To: Trevor Klippenstein <tklippenstein@genesus.com>  
Cc: Jim Long <jimlong@genesus.com>  
Subject: FW: garnishment Genesus Inc.

Good morning,

Please see the garnishment - a hold will be in place for the required amount. Please let us know when BMO can debit your account and remit the payment to the Winnipeg Court.

Regards,

Ed

-----Original Message-----

From: Templeton, Sheila <Sheila.Templeton@bmo.com>  
Sent: April 26, 2023 9:27 AM  
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
Subject: garnishment Genesus Inc.

Just an FYI, that I have received this and forwarded to our garnishment department to process. I have put a hold on the Cdn dlr account for that amount and I suspect I will be asked to also put a hold on the US dollar account.

Sheila.

-----Original Message-----

From: Templeton, Sheila <Sheila.Templeton@bmo.com>  
Sent: April 26, 2023 10:24 AM  
To: Templeton, Sheila <Sheila.Templeton@bmo.com>  
Subject: Scan-to-Self

Please do not reply to this email. / Ne veuillez pas répondre à ce courriel.

File No. CI 23-01-39597

**THE KING'S BENCH  
Winnipeg Centre**

BETWEEN:

**VENBRIDGE LIMITED PARTNERSHIP, by its general partner,  
GROW FINANCIAL LTD.,**

plaintiff,

- and -

**GENESUS INC.,**

defendant,

- and -

**BANK OF MONTREAL,**

garnishee.

---

**NOTICE OF GARNISHMENT  
by general creditor  
(Section 4 of The Garnishment Act)**

---

**MARR FINLAYSON POLLOCK LLP**  
Barristers and Solicitors  
240 River Avenue  
Winnipeg, Manitoba  
R3L 0B4

**PETER HALAMANDARIS**

Telephone: (204) 992-7092  
Facsimile: (204) 992-7099

File No. 2300031

**THE KING'S BENCH  
Winnipeg Centre**

**BETWEEN:**

**VENBRIDGE LIMITED PARTNERSHIP, by its general partner,  
GROW FINANCIAL LTD.,**

plaintiff,

- and -

**GENESUS INC.,**

defendant,

- and -

**BANK OF MONTREAL,**

garnishee.

**NOTICE OF GARNISHMENT  
by general creditor**

**TO: Bank of Montreal  
1 Saskatchewan Ave W.  
Portage la Prairie, MB R1N 0P4  
Transit: 05457-001**

A LEGAL PROCEEDING in this court between the creditor and the debtor has resulted in an order that the debtor pay a sum of money to the creditor. The creditor claims that you owe or will owe a debt to the debtor. The creditor has had this notice of garnishment directed to you as garnishee in order to seize certain debts that you owe or will owe to the debtor.

1. YOU ARE REQUIRED TO PAY to the Court of King's Bench Winnipeg Centre at the following address:

100C-408 York Avenue  
Winnipeg, MB R3C 0P9

- (a) WITHIN SEVEN DAYS after this notice is served on you, all debts due at the time of service, from you to the debtor, other than wages;
- (b) WITHIN SEVEN DAYS after they become payable, all debts that are accruing due as of the date of service of this notice on you; and
- (c) WITHIN SEVEN DAYS after they become payable, all wages that become due or payable by you to the debtor within one year after this notice takes effect. Under subsection 4(2) of *The Garnishment Act*, the garnishment of wages takes effect on the first Monday following the day it is served;

subject to the exemptions provided by *The Garnishment Act*. The maximum amount you are required to pay is not to exceed \$24,944.03.

**CHEQUES MUST BE MADE PAYABLE TO THE MINISTER OF FINANCE**

A NOTICE OF GARNISHMENT TO ENFORCE MAINTENANCE PAYMENTS, A RESTITUTION ORDER, A FORFEITED RECOGNIZANCE ORDER OR AN ORDER IMPOSING A FINE TAKES PRIORITY OVER THIS NOTICE OF GARNISHMENT.

2. IF YOU DO NOT PAY within 7 days after service of this notice on you, or if you pay an amount that is less than the maximum amount, you are required within that time to file with the court the garnishee's statement attached to this notice.

3. THIS NOTICE OF GARNISHMENT REMAINS IN EFFECT, with respect to garnishment of wages, until the earliest of the following occurs:

- (a) the garnishee pays the amount shown into court;
- (b) this notice is discontinued or revoked by the court;
- (c) the debtor ceases to be employed by the garnishee;
- (d) one year passes from the date this notice takes effect.

IF YOU FAIL TO OBEY THIS NOTICE, THE COURT MAY MAKE AND ENFORCE AN ORDER AGAINST YOU for payment of the amount set out above and the costs of the creditor.

IF YOU MAKE PAYMENT TO ANY PERSON OTHER THAN AS REQUIRED BY THIS NOTICE, YOU MAY BE LIABLE TO PAY AGAIN.

IF THIS NOTICE OF GARNISHMENT BINDS WAGES AND THE DEBTOR CEASES TO BE EMPLOYED BY YOU, YOU MUST ADVISE THE COURT AND THE CREDITOR IN WRITING.

Date: April 25<sup>th</sup>, 2023

Issued by

B. BOTELHO  
DEPUTY REGISTRAR  
DEPUTY REGISTRAR  
Address of court office  
100C - 408 York Avenue  
Winnipeg, MB R3C 0P9

plaintiff/creditor's address:

c/o Marr Finlayson Pollock LLP  
Barristers and Solicitors  
240 River Avenue  
Winnipeg, MB R3L 0B4  
Attention: Peter Halamandaris  
Telephone: 204-992-7092

defendant/debtor's address:

GENESUS INC.  
101 2<sup>nd</sup> Street  
Oakville, MB R0H 0Y0

\*\*\*\*\*

TO THE CREDITOR, THE DEBTOR AND THE GARNISHEE

Any party can make a motion to the court to determine any matter in relation to this notice of garnishment.

THE KING'S BENCH  
Winnipeg Centre

BETWEEN:

VENBRIDGE LIMITED PARTNERSHIP, by its general partner,  
GROW FINANCIAL LTD.,

(claimant) creditor,

- and -

GENESUS INC.,

(defendant) debtor,

- and -

BANK OF MONTREAL,

garnishee.

IF YOU DO NOT PAY THE AMOUNT REQUIRED BY THE ATTACHED NOTICE OF GARNISHMENT  
WITHIN THE 7 DAY PERIOD, YOU MUST COMPLETE AND FILE THIS STATEMENT IN THE  
COURT.

This statement need not be completed if the garnishee pays the full amount required by the notice of  
garnishment within the prescribed time.

GARNISHEE'S STATEMENT

(Circle the applicable numbers and complete the paragraphs)

1. I do not owe any debt due or payable to the debtor.
2. (a) I acknowledge that I owe or will owe the debtor the sum of \$ \_\_\_\_\_, payable on

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(describe nature of debt and terms of payment)

(b) I owe the sum of \$ \_\_\_\_\_ and am concurrently paying this sum into Court.  
(for use when the garnishee pays into court less than the maximum amount set out in the Notice of Garnishment)

3. I am not the debtor's employer.
4. I acknowledge that I am the debtor's employer and that the debtor is paid wages as follows:

\$ _____	\$ _____	_____	_____
Gross amount of pay before deductions	Net amount of pay after deductions	Date of next pay day	Pay period

5. I have been served with another Notice of Garnishment against the debtor, the details of which  
are as follows:

\_\_\_\_\_  
Name of Creditor

\_\_\_\_\_  
No. of court and judicial  
centre

\_\_\_\_\_  
Date of notice

\_\_\_\_\_  
Date of service  
on garnishee

6. I reside outside Manitoba and object on the ground that service outside Manitoba was improper  
on the following grounds:

\_\_\_\_\_  
(particulars of your objections)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of or for garnishee

\_\_\_\_\_  
(Name of garnishee)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)



GENESUS INC.

PO BOX 278  
OAKVILLE MB R0H 0Y0  
CANADA

(204)267-2813

Bank of Montreal  
1 Saskatchewan Avenue West  
R1N 0P4Branch Transit: 0545  
Prepared by: SHEILA TEMPLETON  
Phone Number: (204)239-8620

Accounts	As Of	Account Status / Currency / Ownership
----------	-------	---------------------------------------

Current Account Non-Standard

0545 1998-976

26/APR/2023

Open

Balance:

\$6,989,966.23 DR

CAD

Available Balance:

\$10,033.77

Owner

Current Account Non-Standard

0545 4799-592

26/APR/2023

Open

Balance:

\$26,361.54

USD

Available Balance:

\$26,361.54

Owner



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postérieur au jugement

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## File Details

(CI23-01-39597 VENBRIDGE LIMITED PARTNERSHIP vs GENESUS INC.)

### Documents Filed (CI23-01-39597)

Doc #	Reg Date	Court Location	Document	Notes
1	15-Feb-2023	Winnipeg-KB	STATEMENT OF CLAIM	
2	15-Feb-2023	Winnipeg-KB	NOTICE OF MOTION (MASTER)	PLTF VENBRIDGE LIMITED PARTNERSHIP, ORDER FOR PRJUDGEMENT GARNISHMENT, COSTS
3	15-Feb-2023	Winnipeg-KB	AFFIDAVIT	GARRON HELMAN, AFF 13FEB2023
4	16-Feb-2023	Winnipeg-KB	DISPOSITION SHEET	BOND, J, 16FEB2023, ORDER GRANTED, SIGNED IN CRT
5	16-Feb-2023	Winnipeg-KB	ORDER	BOND, J, 16FEB2023, GARNISHMENT BEFORE JGMT
6	16-Feb-2023	Winnipeg-KB	NOTICE OF GARNISHMENT (BEFORE JMT)	\$539,921.44, BANK OF MONTREAL, AGST GENESUS INC.
7	17-Mar-2023	Winnipeg-KB	AFFIDAVIT OF SERVICE	ST/CL, ORDER FOR GARNISHMENT, N/GARN BEFORE JGMT, NOTICE INTENTION TO ENFORCE SECURITY, ON GENESUS INC., LEFT W/ LOGAN LAMBERT, (MANAGER) 24FEB2023 (20)
8	17-Mar-2023	Winnipeg-KB	REQUISITION - DEFAULT NOTED ONLY	AGST GENESUS INC.
9	22-Mar-2023	Winnipeg-KB	NOTICE OF MOTION (JUDGE)	PLTF, DEF JGMT, PAYMENT OUT, DISPENSE AFF REQUIREMENT
10	22-Mar-2023	Winnipeg-KB	AFFIDAVIT	OF CHRISTINE WATSON, AFF 21MAR2023
11	23-Mar-2023	Winnipeg-KB	DISPOSITION SHEET	MCKELVEY, J, 23MAR2023, ORDER GRANTED SIGNED IN CRT
12	23-Mar-2023	Winnipeg-KB	JUDGMENT (REPORTED)	MCKELVEY, J, 23MAR2023, JGMT TO PLTF, FUNDS & INT. STANDING IN CRT BE PD OUT TO CSL FOR PLTF, APPEAL PERIOD WAIVED, INTEREST
13	13-Apr-2023	Winnipeg-KB	REQUISITION - FOR CHEQUE	\$539,921.44, MARR FINLAYSON POLLOCK LLP, 12APR2023
14	25-Apr-2023	Winnipeg-KB	NOTICE OF GARNISHMENT & AFFT (AFTER JMT)	\$24,944.03, BANK OF MONTREAL, AGST GENESUS INC.

### Parties (CI23-01-39597)

Party Type	Party Name	Lawyer
------------	------------	--------

# Court Registry System

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DEFENDANT 001	GENESUS INC.,	
PLAINTIFF 001	VENBRIDGE LIMITED PARTNERSHIP,	HALAMANDARIS, PETER

## Court Hearings (CI23-01-39597)

Court Date	Court Time	Status	Hearing Type	Notes
23-Mar-2023	10:00	HEARD	CIVIL UNCONTESTED MOTIONS (10:00)	PLTF, DEF JGMT, PAYMENT OUT, DISPENSE AFF REQUIREMENT
16-Feb-2023	10:00	HEARD	CIVIL UNCONTESTED MOTIONS (10:00)	PLTF VENBRIDGE LIMITED PARTNERSHIP, ORDER FOR PRJUDGEMENT GARNISHMENT, COSTS

## Related Files (CI23-01-39597)

Related Files not found

This is **Exhibit "D"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'N. Keel', is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba

**From:** BARRINGTON, ED  
**Sent:** May 23, 2023 10:11 AM  
**To:** Jim Long <jimlong@genesus.com>; Lewis, David <dlewis@bdo.ca>  
**Cc:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Subject:** RE: Portfolio Credit Insurance Application

Thanks Jim.

I've reviewed the BDO Independent Business Review, and the Bank has some serious concerns with the quality of the info provided to BDO for the cash flow projections, and the ability for the entities to actually meet the cash flow projections – even if the entities could achieve the cashflow projections, there is still a major liquidity issue, which is extremely concerning. The accountant prepared financial statements still have not been provided to the Bank since your transfer into BMO SAMU (Special Accounts Management Unit) and are now very, very late.

There continues to be unauthorized excesses on the accounts (including this morning), despite a number of requests (from me, to you) to ensure the balance remains within the operating loan limit:

ODLGENESUS 007  
\$6,951,621.35-

\$11,592.84  
\$78,105.89

\$50,256.25

\$7,003,989.86-

\$33,291.80  
\$2,217.00  
\$7,352.04  
\$524.49  
\$1,300.00  
\$500.00

\$53,888.47  
\$642.76  
\$3,580.13  
\$454.79 \*

These are continued breaches of your borrowings with the Bank of Montreal, and the Bank reserves all of its rights under the lending agreements.

Based in the information currently on hand, it will be difficult for the Bank to continue to provide support. We should have a phone call when you are available to discuss – when would you be available? It would make sense to have Trevor join the call, and ideally David Lewis (if you are willing and available, David). My schedule is fairly flexible the next few days.

If you haven't already, it is likely a good idea to identify legal counsel that would act on your behalf (an insolvency lawyer) – if you don't know any, I'd be happy to recommend several in Winnipeg.

Regards,

**Ed Barrington**  
Senior Account Manager  
SAMU I Western Canada

**BMO Financial Group**  
20th Floor  
10175 - 101 Street  
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com  
M (780) 863-0852

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Original Court Copy

This is **Exhibit "E"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

## Catherine Howden

---

**From:** Catherine Howden  
**Sent:** Friday, July 7, 2023 10:51 AM  
**To:** Anniko, Kalev  
**Cc:** Dow, Michael  
**Subject:** RE: [EXT] RE: BMO re Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. [FR-DOCS.FID1167030]

**Importance:** High

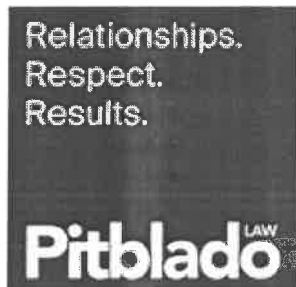
Good morning Kalev

As I had not heard from you, we asked our process server to reattend in Oakville Manitoba to effect service of demands and notices on Can-Am Genetics Inc. (as the registered office changed to that address effective June 1, 2023; we had served the prior registered office in Brandon, Manitoba). If you can confirm you have accepted service on behalf of Can-Am Genetics Inc., we will advise the process server to cease efforts (if service hasn't been completed). Service on Genesis Inc. and Genesis Genetics, Inc. has been completed.

I will discuss possible forbearance terms and provision of the BDO report with BMO and get back to you once I have instructions.

I will send you BMO's security and loan documents as requested.

Regards, Catherine



**Catherine Howden** (she/her)  
Partner  
howden@pitblado.com  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

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---

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Friday, July 7, 2023 10:32 AM  
**To:** Catherine Howden <howden@pitblado.com>  
**Cc:** Dow, Michael <mdow@FillmoreRiley.com>  
**Subject:** [EXT] RE: BMO re Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. [FR-DOCS.FID1167030]

Catherine, I can now confirm that we are retained by the companies listed in the subject of your email.

The companies are working diligently to evaluate their situation and pursue their options, and would be seeking some form of forbearance with the Bank to allow them sufficient time to do so. Are there terms of forbearance the Bank is prepared to propose?

We are simultaneously reviewing our clients' situation, and to that end I would request that you provide me with copies of the Bank's loan and security documents with the companies.

Finally, I understand that the Bank has obtained a report from BDO earlier this year regarding the companies' circumstances. Would you please provide a copy? (subject to any redactions you deem necessary).

If you need to discuss, let me know.

Thank you.

Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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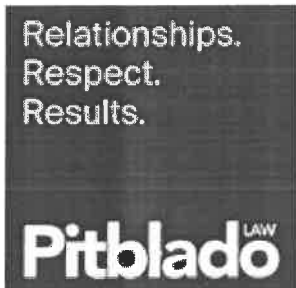
---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Wednesday, July 5, 2023 7:27 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** Dow, Michael <[mdow@FillmoreRiley.com](mailto:mdow@FillmoreRiley.com)>  
**Subject:** BMO re Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc.  
**Importance:** High

Mike and Kalev

Please advise whether you have been retained.

Regards, Catherine



**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

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---

**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Tuesday, June 27, 2023 12:44 PM  
**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Subject:** [EXT] RE: BMO re Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. [FR-DOCS.FID1167030]

Catherine I have received your email to Mike, below. We anticipate being retained and then will be back to you.

Thanks



Kalev A. Anniko (he/him)

Fillmore Riley LLP 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Monday, June 26, 2023 8:32 PM  
**To:** Dow, Michael <[mdow@FillmoreRiley.com](mailto:mdow@FillmoreRiley.com)>  
**Subject:** BMO re Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc.  
**Importance:** High

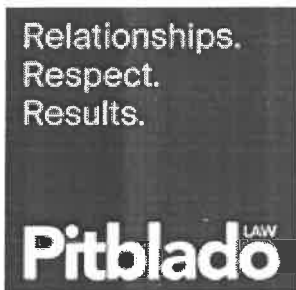
Good evening Mike

Further to our discussion on June 23, 2023, can you advise whether you have now been retained on behalf of Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc.

Demands and notices of intention to enforce security were served upon Genesis Inc. on June 23, 2023. Service has not been completed upon Can-Am Genetics Inc. (at the new registered office address) or Genesis Genetics, Inc. in Sioux Falls, SD.

If retained, please advise whether you are instructed to accept service on behalf of Can-Am Genetics Inc. and Genesis Genetics, Inc. If not, we will continue to have the demands personally served.

Thanks, Catherine



**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

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This is **Exhibit "F"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read "M. Kael", is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Friday, July 21, 2023 9:17 AM  
**To:** Catherine Howden <howden@pitblado.com>  
**Subject:** [EXT] RE: BMO - Genesis [FR-DOCS.FID1167030]

Good morning Catherine,

I just wanted to follow up, as my client is eager to work with yours to address these matters. Do you know when you will be in a position to bring forward the Bank's proposal?

Thanks,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Anniko, Kalev  
**Sent:** Thursday, July 13, 2023 3:44 PM

**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Subject:** FW: BMO - Genesis [FR-DOCS.FID1167030]  
**Importance:** High

Catherine,

I confirm acceptance of service upon Can-Am Genetics Inc.

I look forward to hearing further from you once you have had a chance to obtain instructions from the Bank. Any questions or need to discuss in the meantime, let me know.

Thanks,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Thursday, July 13, 2023 2:37 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Subject:** BMO - Genesis  
**Importance:** High

Kalev

Further to your email of July 10, 2023, as requested, enclosed are the copies of the signed demands and notices, which have been served upon Genesis, Inc. and Genesis Genetics, Inc. I will provide you with copies of the affidavits of service upon receipt from the process server.

Also enclosed is copy of the signed demands and notices, to be served upon Can-Am Genetics Inc. The process server had not yet effected service prior to your confirmed retainer, and instructions to accept service on behalf of Can-Am Genetics Inc. Please confirm by return email that you have accepted service on behalf of Can-Am Genetics Inc.

Best regards, Catherine



**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

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---

This is **Exhibit "G"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Thursday, July 27, 2023 10:12 AM  
**To:** Catherine Howden <howden@pitblado.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** [EXT] RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

I will discuss with my client and get back to you promptly. Two questions in the meantime:

1. Beyond the vetting of the proposed monthly reporting, can BMO provide any sense of what it anticipates the scope of BDO's proposed work as monitor to entail?
2. In my email of July 7, I had requested a copy of BDO's final report (subject to any redactions you deem necessary). Have you received instructions with respect to that request?

Thanks Catherine.

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Wednesday, July 26, 2023 4:17 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** RE: Bank of Montreal re Genesis Inc. et al

Kalev

As I also indicated in our call (but neglected to reference below), in consideration of the forbearance, your clients shall pay BMO a forbearance fee of \$60K by August 4, 2023.

Regards Catherine



**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
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---

**From:** Catherine Howden  
**Sent:** Wednesday, July 26, 2023 4:06 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** Bank of Montreal re Genesis Inc. et al

Good afternoon Kalev

This will confirm our telephone discussion on July 25, 2023.

Bank of Montreal is prepared to consider possible forbearance terms, including, without limitation, the following:

1. Forbearance term to October 15, 2023 to pay out BMO in full;
2. Your clients would engage BDO (David Lewis) as monitor;
3. Your clients would provide additional security to BMO against all real property, by second multi purpose demand mortgage (subordinate to FCC) in the amount of \$8M;
4. Subject to agreement of E&Y, funds of \$100K would be paid to E&Y no later than August 31, 2023 (as compensation for preparation of March 2022 and March 2023 financial statements and for release of the statements);
5. Subject to agreement of E&Y funds of \$50 would be paid to EY by no later than September 30, 2023 in consideration for E&Y to continue work on SR &ED applications; propose that 40% of all SR &ED proceeds be paid firstly towards the outstanding E&Y account until paid in full, with the other 60% to be released to your clients for capital injection;
6. Your clients shall provide monthly reporting (income statement, balance sheet, aged AR/AP) to be provided to BMO by 5<sup>th</sup> day following the prior month, and to be vetted by BDO as monitor;
7. Your clients to engage professional advice to formulate plan to pay out BMO in full (you indicated that your clients had consulted with Brent Warga at Deloitte);
8. Your clients consent to receivership (should BMO not be paid out in full on October 15, 2023 or should a breach of the forbearance agreement occur);



9. The above terms, without limitation, to be set out in a written forbearance agreement.

Please let me know once you have discussed the proposed terms with your clients, and if you wish to arrange a teams call (along with our clients) to discuss in more detail. As I mentioned, while your client has been at an impasse with E&Y as a result of the unpaid accounts, making arrangements with E&Y to ensure the SR &ED applications can be processed in a timely manner is important, as the anticipated proceeds are significant and we understand that engaging new accountants to start the process from the beginning will be cumbersome and will delay the anticipated recovery.

Regards, Catherine



**Catherine Howden** (she/her)

Partner

[howden@pitblado.com](mailto:howden@pitblado.com)

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This is **Exhibit "H"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read "Michael", is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Monday, July 31, 2023 2:17 PM  
**To:** Catherine Howden  
**Cc:** BARRINGTON, ED  
**Subject:** [EXT] RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

Thanks for sending around the invite. In anticipation of that meeting, I am providing comments from my client with respect to the proposed forbearance terms. My client appreciates the confidence in it that the Bank's willingness to enter into such an agreement shows, and is committed to working with the Bank to achieve an outcome favourable to all. At the same time, the capital and cash flow issues that are being worked on are necessarily exacerbated by certain aspects of forbearance, which compels my client to evaluate them meaningfully.

So, to respond to the items in the order presented:

1. Genesis shares the Bank's eagerness to resolve matters, but October 15, 2023 is less than three months away. It is reasonable to expect that any plan to realize on assets, restructure, or secure alternate financing will be incomplete at that point, even if progressing at a brisk pace. It is possible (perhaps likely) that there will be no movement on CRA's end with respect to SR&ED issues, regardless of anyone and everyone's efforts in that regard. As such, Genesis would propose that the forbearance period be to the end of the year. By then it is possible that this matter is resolved entirely, and if not, will either be progressing to the clear satisfaction of the parties or it won't be. Our concern is that as of October 15 it may still be too early to tell.
2. Genesis is agreeable. Thank you as well for your email of July 28 describing the anticipated scope of Mr. Lewis' role.
3. Genesis is prepared to grant this security, subject to the necessary approval of FCC. As you know, there are ongoing discussions/considerations about the sale of properties to generate capital, which we can discuss in more detail at our upcoming meeting.
4. Genesis wholly agrees that moving forwards with the financials and the SR&ED process is a key goal, as there is the potential to receive millions of dollars in credits through SR&ED. However, Genesis does not believe resuming matters with EY is a necessary or reasonable step in doing so. With respect to financials, I am advised that Genesis has already tried something very much along the lines of what you are proposing – offering to pay \$100,000 for release of financials – but was rebuffed by EY who insisted on \$300,000 and was otherwise unprepared to release anything or take any steps. Since ending its relationship with EY, Genesis has retained Heartland CPAs, a local accounting firm run by accountants formerly at Deloitte. Genesis understands that Heartland expects to have the financials to March 2022 completed in the next few weeks (and has reached out to confirm the date) and the financials to March 2023 will follow. We can of course discuss this further on our call, but Genesis would propose to stick with its current accountants.
5. In addition to the comments at 4, and as you generally know, Genesis is in a dispute with EY. The dispute is over how EY handled the recent SR&ED process. Briefly put, Genesis believes that, without Genesis' knowledge or approval, EY took steps and asserted positions inconsistent with the prior procedure through which Genesis successfully obtained SR&ED credits, and that this has caused new issues with CRA and delayed the receipt of said credits. I am advised that all SR&ED filings have since been largely completed, save for one final filing to be submitted by the end of September, but that if there are significant further steps to be taken

- with the SR&ED claims, they will be in the nature of appeals/negotiations and more likely require a tax lawyer than an accountant. I provide this as background, but think it makes the most sense to get the full picture through a discussion at our upcoming meeting. All this to say that, at this point, there is little if anything for EY to do with respect to the SR&ED process.
- 6. Genesis is agreeable.
- 7. Genesis is agreeable and has already engaged Deloitte.
- 8. Genesis is agreeable.
- 9. Genesis is agreeable, subject of course to coming to agreement on the final form.
- 10. With respect to the forbearance fee, Genesis recognizes that BMO has been and will be put to expense in dealing with its facilities, but also asks BMO recognize the expense Genesis will be put to in meeting the terms of a proposed forbearance and working to "right its ship". In the circumstances, Genesis requests that BMO agree to a lesser forbearance fee of \$30,000.00.

Finally, I can advise that I will be calling in as well as Jim Long, Bob Kemp, and Mike Van Schepdael of Genesis. We look forward to discussing matters further tomorrow, but if you wish to discuss in the meantime, don't hesitate.

Regards,  
Kalev

---

**Kalev A. Anniko** (he/him)

Fillmore Riley LLP 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | kanniko@fillmoreriley.com

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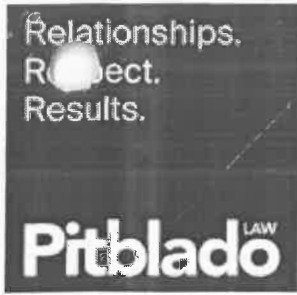
**From:** Catherine Howden <howden@pitblado.com>  
**Sent:** Wednesday, July 26, 2023 4:17 PM  
**To:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** RE: Bank of Montreal re Genesis Inc. et al

Kalev

As I also indicated in our call (but neglected to reference below), in consideration of the forbearance, your clients shall pay BMO a forbearance fee of \$60K by August 4, 2023.

Regards Catherine

**Catherine Howden** (she/her)  
Partner



[howden@pitblado.com](mailto:howden@pitblado.com)

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T. 204.956.3532

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**From:** Catherine Howden

**Sent:** Wednesday, July 26, 2023 4:06 PM

**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>

**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>

**Subject:** Bank of Montreal re Genesis Inc. et al

Good afternoon Kalev

This will confirm our telephone discussion on July 25, 2023.

Bank of Montreal is prepared to consider possible forbearance terms, including, without limitation, the following:

1. Forbearance term to October 15, 2023 to pay out BMO in full;
2. Your clients would engage BDO (David Lewis) as monitor;
3. Your clients would provide additional security to BMO against all real property, by second multi purpose demand mortgage (subordinate to FCC) in the amount of \$8M;
4. Subject to agreement of E&Y, funds of \$100K would be paid to E&Y no later than August 31, 2023 (as compensation for preparation of March 2022 and March 2023 financial statements and for release of the statements);
5. Subject to agreement of E&Y funds of \$50 would be paid to EY by no later than September 30, 2023 in consideration for E&Y to continue work on SR &ED applications; propose that 40% of all SR &ED proceeds be paid firstly towards the outstanding E&Y account until paid in full, with the other 60% to be released to your clients for capital injection;
6. Your clients shall provide monthly reporting (income statement, balance sheet, aged AR/AP) to be provided to BMO by 5<sup>th</sup> day following the prior month, and to be vetted by BDO as monitor;
7. Your clients to engage professional advice to formulate plan to pay out BMO in full (you indicated that your clients had consulted with Brent Warga at Deloitte);
8. Your clients consent to receivership (should BMO not be paid out in full on October 15, 2023 or should a breach of the forbearance agreement occur);
9. The above terms, without limitation, to be set out in a written forbearance agreement.

Please let me know once you have discussed the proposed terms with your clients, and if you wish to arrange a teams call (along with our clients) to discuss in more detail. As I mentioned, while your client has been at an impasse with E&Y as a result of the unpaid accounts, making arrangements with E&Y to ensure the SR &ED applications can be processed in a timely manner is important, as the anticipated proceeds are significant and we understand that engaging new accountants to start the process from the beginning will be cumbersome and will delay the anticipated recovery.

Regards, Catherine

**Catherine Howden** (she/her)

Partner

[howden@pitblado.com](mailto:howden@pitblado.com)

2500-360 Main St | Winnipeg, MB | R3C 4H6

T. 204.956.3532

This is **Exhibit "I"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Catherine Howden  
**Sent:** Friday, July 28, 2023 1:56 PM  
**To:** Dow, Michael <mdow@FillmoreRiley.com>; Anniko, Kalev <kanniko@fillmoreriley.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** BMO/Genesis

Good afternoon Mike and Kalev

Further to my discussion with Michael this morning, and Kalev's email of July 27, 2023,

1. I enclose a copy of the BDO report (redacted) for your information.
2. With respect to monitoring, BDO would:
  - a. Review monthly financial reporting including the balance sheet, and compare to various subledgers (bank reconciliations, AR/AP, etc);
  - b. Monitor and update BMO regarding refinancing efforts, sale of property, SR&ED filings and payouts;
  - c. Review and monitor forbearance terms, including proposed payments to E&Y.

As I indicated, BMO is willing to engage in further discussions, and I would propose a teams call with clients may be beneficial to discuss BMO's concerns and the proposed forbearance terms. I am generally available on Monday and Tuesday. Let me know some possible times and I will send a teams invite.

Best regards, Catherine

**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)

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This is **Exhibit "J"** referred to in the Affidavit  
of Ed Barrington affirmed before me by  
videoconference on the 15<sup>th</sup> day of January, 2025,  
at which time I saw and heard the affiant affirm  
this document and sign it. The affiant provided  
their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received  
this originally executed document, I signed it.



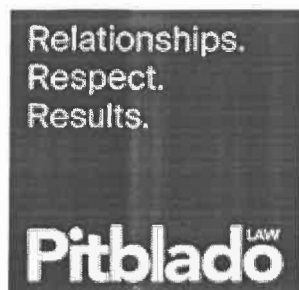
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A Notary Public in and for the Province of Manitoba

**From:** Catherine Howden  
**Sent:** Tuesday, August 1, 2023 12:24 PM  
**To:** Anniko, Kalev  
**Cc:** BARRINGTON, ED  
**Subject:** RE: [EXT] RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Thanks Kalev. Your email accurately describes the main points of our meeting. Please advise once you have FCC's position respecting the proposed mortgage security, scope and confirmation of Deloitte retainer and timelines for financial statements from Heartland.

Best regards, Catherine



**Catherine Howden** (she/her)  
Partner  
howden@pitblado.com  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

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---

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Tuesday, August 1, 2023 11:23 AM  
**To:** Catherine Howden <howden@pitblado.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** [EXT] RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

Thanks for proposing and setting up the meeting with our clients today – it was very productive.

As I mentioned in that meeting, I wanted to give my clients a chance to discuss any concerns they might have with some of the terms proposed by BMO in the meeting. I have since done so and I am not surprised to report that they are agreeable and appreciative of BMO's consideration of their position in proposing those terms.

To keep things relatively clear, I am appending some comments in red to the text of your original forbearance terms email, to commemorate our discussion this morning as well as those proposed terms that I have now confirmed with my clients:

1. Forbearance term to October 15, 2023 to pay out BMO in full; Forbearance term to November 15, 2023, to be extended if matters are progressing to BMO's satisfaction.
2. Your clients would engage BDO (David Lewis) as monitor; The parties agreed this was not necessary as a condition of forbearance given the plan to engage Deloitte (Brent Warga)
3. Your clients would provide additional security to BMO against all real property, by second multi purpose demand mortgage (subordinate to FCC) in the amount of \$8M; Agreed subject to FCC approval which I am seeking forthwith (and about which I will keep you updated)
4. Subject to agreement of E&Y, funds of \$100K would be paid to E&Y no later than August 31, 2023 (as compensation for preparation of March 2022 and March 2023 financial statements and for release of the

- statements); The parties agreed it would not be necessary to engage EY as a condition of forbearance given the present preparation of financials with Heartland CPAs; we will seek a timing update and will revert;
5. Subject to agreement of E&Y funds of \$50 would be paid to EY by no later than September 30, 2023 in consideration for E&Y to continue work on SR &ED applications; propose that 40% of all SR &ED proceeds be paid firstly towards the outstanding E&Y account until paid in full, with the other 60% to be released to your clients for capital injection; The parties agreed it would not be necessary to engage EY as a condition of forbearance given the status of filings; SR&ED updates to BMO to be addressed as part of forbearance terms
  6. Your clients shall provide monthly reporting (income statement, balance sheet, aged AR/AP) to be provided to BMO by 5<sup>th</sup> day following the prior month, and to be vetted by BDO as monitor; Agreed, with potential to build-in reporting about SR&ED process
  7. Your clients to engage professional advice to formulate plan to pay out BMO in full (you indicated that your clients had consulted with Brent Warga at Deloitte); Agreed, and now that the question of BDO's involvement is resolved, the scope of the engagement with Deloitte will be confirmed.
  8. Your clients consent to receivership (should BMO not be paid out in full on October 15, 2023 or should a breach of the forbearance agreement occur); Agreed subject to new forbearance term of November 15
  9. The above terms, without limitation, to be set out in a written forbearance agreement. No issue
  10. Forbearance fee of \$45,000 payable as follows: 1<sup>st</sup> payment of \$30,000 by September 10; 2<sup>nd</sup> payment of \$15,000 by October 10 (2<sup>nd</sup> payment to be refunded/forgiven if BMO is paid out prior to October 10)

If you think I missed anything or misdescribed anything, let me know. Thanks again Catherine.

Kalev

---

**Kalev A. Anniko** (he/him)

Fillmore Riley LLP 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Monday, July 31, 2023 2:17 PM  
**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

Thanks for sending around the invite. In anticipation of that meeting, I am providing comments from my client with respect to the proposed forbearance terms. My client appreciates the confidence in it that the Bank's willingness to enter into such an agreement shows, and is committed to working with the Bank to achieve an outcome favourable to all. At the same time, the capital and cash flow issues that are being worked on are necessarily exacerbated by certain aspects of forbearance, which compels my client to evaluate them meaningfully.

So, to respond to the items in the order presented:

1. Genesis shares the Bank's eagerness to resolve matters, but October 15, 2023 is less than three months away. It is reasonable to expect that any plan to realize on assets, restructure, or secure alternate financing will be incomplete at that point, even if progressing at a brisk pace. It is possible (perhaps likely) that there will be no movement on CRA's end with respect to SR&ED issues, regardless of anyone and everyone's efforts in that regard. As such, Genesis would propose that the forbearance period be to the end of the year. By then it is

possible that this matter is resolved entirely, and if not, will either be progressing to the clear satisfaction of the parties or it won't be. Our concern is that as of October 15 it may still be too early to tell.

2. Genesis is agreeable. Thank you as well for your email of July 28 describing the anticipated scope of Mr. Lewis' role.
3. Genesis is prepared to grant this security, subject to the necessary approval of FCC. As you know, there are ongoing discussions/considerations about the sale of properties to generate capital, which we can discuss in more detail at our upcoming meeting.
4. Genesis wholly agrees that moving forwards with the financials and the SR&ED process is a key goal, as there is the potential to receive millions of dollars in credits through SR&ED. However, Genesis does not believe resuming matters with EY is a necessary or reasonable step in doing so. With respect to financials, I am advised that Genesis has already tried something very much along the lines of what you are proposing – offering to pay \$100,000 for release of financials – but was rebuffed by EY who insisted on \$300,000 and was otherwise unprepared to release anything or take any steps. Since ending its relationship with EY, Genesis has retained Heartland CPAs, a local accounting firm run by accountants formerly at Deloitte. Genesis understands that Heartland expects to have the financials to March 2022 completed in the next few weeks (and has reached out to confirm the date) and the financials to March 2023 will follow. We can of course discuss this further on our call, but Genesis would propose to stick with its current accountants.
5. In addition to the comments at 4, and as you generally know, Genesis is in a dispute with EY. The dispute is over how EY handled the recent SR&ED process. Briefly put, Genesis believes that, without Genesis' knowledge or approval, EY took steps and asserted positions inconsistent with the prior procedure through which Genesis successfully obtained SR&ED credits, and that this has caused new issues with CRA and delayed the receipt of said credits. I am advised that all SR&ED filings have since been largely completed, save for one final filing to be submitted by the end of September, but that if there are significant further steps to be taken with the SR&ED claims, they will be in the nature of appeals/negotiations and more likely require a tax lawyer than an accountant. I provide this as background, but think it makes the most sense to get the full picture through a discussion at our upcoming meeting. All this to say that, at this point, there is little if anything for EY to do with respect to the SR&ED process.
6. Genesis is agreeable.
7. Genesis is agreeable and has already engaged Deloitte.
8. Genesis is agreeable.
9. Genesis is agreeable, subject of course to coming to agreement on the final form.
10. With respect to the forbearance fee, Genesis recognizes that BMO has been and will be put to expense in dealing with its facilities, but also asks BMO recognize the expense Genesis will be put to in meeting the terms of a proposed forbearance and working to "right its ship". In the circumstances, Genesis requests that BMO agree to a lesser forbearance fee of \$30,000.00.

Finally, I can advise that I will be calling in as well as Jim Long, Bob Kemp, and Mike Van Schepdael of Genesis. We look forward to discussing matters further tomorrow, but if you wish to discuss in the meantime, don't hesitate.

Regards,  
Kalev



**Kalev A. Anniko** (he/him)

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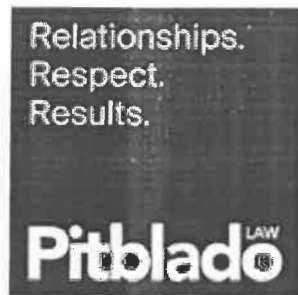
---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Wednesday, July 26, 2023 4:17 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** RE: Bank of Montreal re Genesis Inc. et al

Kalev

As I also indicated in our call (but neglected to reference below), in consideration of the forbearance, your clients shall pay BMO a forbearance fee of \$60K by August 4, 2023.

Regards Catherine



**Catherine Howden** (she/her)  
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**From:** Catherine Howden  
**Sent:** Wednesday, July 26, 2023 4:06 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** Bank of Montreal re Genesis Inc. et al

Good afternoon Kalev

This will confirm our telephone discussion on July 25, 2023.

Bank of Montreal is prepared to consider possible forbearance terms, including, without limitation, the following:

1. Forbearance term to October 15, 2023 to pay out BMO in full;
2. Your clients would engage BDO (David Lewis) as monitor;
3. Your clients would provide additional security to BMO against all real property, by second multi purpose demand mortgage (subordinate to FCC) in the amount of \$8M;
4. Subject to agreement of E&Y, funds of \$100K would be paid to E&Y no later than August 31, 2023 (as compensation for preparation of March 2022 and March 2023 financial statements and for release of the statements);

5. Subject to agreement of E&Y funds of \$50 would be paid to EY by no later than September 30, 2023 in consideration for E&Y to continue work on SR &ED applications; propose that 40% of all SR &ED proceeds be paid firstly towards the outstanding E&Y account until paid in full, with the other 60% to be released to your clients for capital injection;
6. Your clients shall provide monthly reporting (income statement, balance sheet, aged AR/AP) to be provided to BMO by 5<sup>th</sup> day following the prior month, and to be vetted by BDO as monitor;
7. Your clients to engage professional advice to formulate plan to pay out BMO in full (you indicated that your clients had consulted with Brent Warga at Deloitte);
8. Your clients consent to receivership (should BMO not be paid out in full on October 15, 2023 or should a breach of the forbearance agreement occur);
9. The above terms, without limitation, to be set out in a written forbearance agreement.

Please let me know once you have discussed the proposed terms with your clients, and if you wish to arrange a teams call (along with our clients) to discuss in more detail. As I mentioned, while your client has been at an impasse with E&Y as a result of the unpaid accounts, making arrangements with E&Y to ensure the SR &ED applications can be processed in a timely manner is important, as the anticipated proceeds are significant and we understand that engaging new accountants to start the process from the beginning will be cumbersome and will delay the anticipated recovery.

Regards, Catherine



**Catherine Howden** (she/her)

Partner

[howden@pitblado.com](mailto:howden@pitblado.com)

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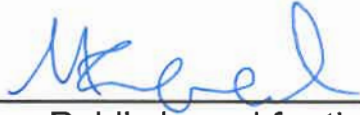
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This is **Exhibit "K"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

## Madison Laval

---

**From:** Catherine Howden  
**Sent:** Tuesday, January 14, 2025 12:07 PM  
**To:** Madison Laval  
**Subject:** FW: [EXT] RE: Bank of Montreal - Genesus Inc., Can-Am Genetics Inc. and Genesus Genetics, Inc. [FR-DOCS.FID1167030]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



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---

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Wednesday, August 2, 2023 2:31 PM  
**To:** Catherine Howden <howden@pitblado.com>  
**Cc:** Dow, Michael <mdow@FillmoreRiley.com>  
**Subject:** [EXT] RE: Bank of Montreal - Genesus Inc., Can-Am Genetics Inc. and Genesus Genetics, Inc. [FR-DOCS.FID1167030]

Catherine I passed along your email to my clients and I am advised the Scotiabank accounts are used by Genesus' payroll company to distribute wages. I am likewise advised that Genesus has been in touch with Ed Barrington to address the matter. Any questions let me know.

Regards,  
Kalev

---

**Kalev A. Anniko** (he/him)

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---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>

**Sent:** Wednesday, August 2, 2023 11:52 AM

**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>

**Cc:** Dow, Michael <[mdow@FillmoreRiley.com](mailto:mdow@FillmoreRiley.com)>

**Subject:** Bank of Montreal - Genesus Inc., Can-Am Genetics Inc. and Genesus Genetics, Inc.

**Importance:** High

Good morning Kalev

The deposit accounts at BMO for Genesus Inc., Can-Am Genetics Inc., and Genesus Genetics, Inc. were all overdrawn this morning and items will be returned by BMO .

Further it appears that funds have been transferred by EFT from Genesus Inc. and Can-Am Genetics Inc. to accounts held by Genesus Inc. and Can-Am Genetics Inc. at the Bank of Nova Scotia.

It is a term of the Commitment Letters that the Borrower shall maintain its bank accounts, solely with BMO. Further, all funds on deposit are secured to BMO and transfer of those funds is outside the ordinary course of business and is a breach of the security agreements.

BMO requires as a condition of any forbearance that your clients shall bank solely with BMO, and all accounts receivable, revenues and cash resources of your clients shall be deposited with BMO. Please inform your clients that further breaches shall not be tolerated.

Regards, Catherine



**Catherine Howden** (she/her)

Partner

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This is **Exhibit "L"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Friday, August 11, 2023 8:24 AM  
**To:** Catherine Howden  
**Cc:** BARRINGTON, ED  
**Subject:** RE: [EXT] Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

Yes, you have it right: both titles comprise the "St. Andrews" property to be sold, and you correctly describe what FCC is asking for. My clients are prepared to grant the mortgage security and have Genesis postpone its mortgage position in favour of BMO as you describe. My client may at a future point wish to propose some amount of the proceeds of sale of a BMO-mortgaged property be released or otherwise made available to my client for operational needs, potentially including the St. Andrews property, but I anticipate any such request would be part of a larger go-forward proposal/discussion.

Thanks,

---

**Kalev A. Anniko** (he/him)

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---

**From:** Catherine Howden <howden@pitblado.com>  
**Sent:** Thursday, August 10, 2023 2:39 PM  
**To:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** RE: [EXT] Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Kalev

Thank you for your email below.

To confirm, it appears there are two titles in the RM of St. Andrews owned by Can-Am Genetics (I have copied title searches/assessments for both). Can you confirm that you are referring to a proposed sale of both of these titles?

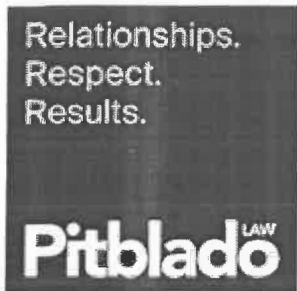
My understanding is that the total debt owing by Can-Am Genetics to FCC is approx. \$450K (already secured by mortgage to FCC).

FCC is asking that an additional \$250K of the sale proceeds from the St. Andrews property be paid to FCC to reduce Genesis' obligations to FCC.

Presuming I am correct on that, your clients would agree to provide a second mortgage position to BMO against all lands owned by Genesis Inc. and Can-Am Genetics Inc. (and Genesis would agree to postpone its second mortgage position registered against all Can-Am Genetics Inc. real property to BMO).

Please confirm my understanding is correct, and I will review with BMO.

Thank Catherine



**Catherine Howden** (she/her)

Partner

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---

**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>

**Sent:** Wednesday, August 9, 2023 12:18 PM

**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>

**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>

**Subject:** RE: [EXT] Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

I have had discussions with FCC regarding BMO's proposed mortgage security as a term of forbearance and can advise that they are prepared to allow BMO to register mortgages behind them on the Can-am and Genesis properties on the following relevant conditions:

1. Can-Am makes best efforts to sell the St. Andrews property that has most recently been the subject of discussion, and, depending upon the sales process utilized, appropriate milestones set up, such as either a signed OTP acceptable to FCC or a formal listing with a realtor acceptable to FCC on or before September 1, 2023;
2. The proceeds out of the sale of St. Andrews be paid first to discharge Can-Am's liability to FCC acknowledged to be secured by the existing FCC mortgages (approximately \$450,000)
3. A further \$250,000 of the proceeds of that sale be paid towards Genesis' obligations to FCC (note Genesis currently holds a second mortgage on the St. Andrews property, subject to a postponement agreement with FCC).

Please let me know if these conditions are acceptable to BMO, and feel free to give me a call to discuss.

I can also advise that Heartland is aiming to have draft financial statements to March 2022 completed by August 18.

Thanks Catherine.

---

**Kalev A. Anniko** (he/him)

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**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Tuesday, August 1, 2023 12:24 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** RE: [EXT] RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Thanks Kalev. Your email accurately describes the main points of our meeting. Please advise once you have FCC's position respecting the proposed mortgage security, scope and confirmation of Deloitte retainer and timelines for financial statements from Heartland.

Best regards, Catherine



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**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Tuesday, August 1, 2023 11:23 AM  
**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** [EXT] RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

Thanks for proposing and setting up the meeting with our clients today – it was very productive.

As I mentioned in that meeting, I wanted to give my clients a chance to discuss any concerns they might have with some of the terms proposed by BMO in the meeting. I have since done so and I am not surprised to report that they are agreeable and appreciative of BMO's consideration of their position in proposing those terms.

To keep things relatively clear, I am appending some comments in red to the text of your original forbearance terms email, to commemorate our discussion this morning as well as those proposed terms that I have now confirmed with my clients:

1. Forbearance term to October 15, 2023 to pay out BMO in full; Forbearance term to November 15, 2023, to be extended if matters are progressing to BMO's satisfaction.
2. Your clients would engage BDO (David Lewis) as monitor; The parties agreed this was not necessary as a condition of forbearance given the plan to engage Deloitte (Brent Warga)
3. Your clients would provide additional security to BMO against all real property, by second multi purpose demand mortgage (subordinate to FCC) in the amount of \$8M; Agreed subject to FCC approval which I am seeking forthwith (and about which I will keep you updated)
4. Subject to agreement of E&Y, funds of \$100K would be paid to E&Y no later than August 31, 2023 (as compensation for preparation of March 2022 and March 2023 financial statements and for release of the statements); The parties agreed it would not be necessary to engage EY as a condition of forbearance given the present preparation of financials with Heartland CPAs; we will seek a timing update and will revert;



5. Subject to agreement of E&Y funds of \$50 would be paid to EY by no later than September 30, 2023 in consideration for E&Y to continue work on SR & ED applications; propose that 40% of all SR & ED proceeds be paid firstly towards the outstanding E&Y account until paid in full, with the other 60% to be released to your clients for capital injection; The parties agreed it would not be necessary to engage EY as a condition of forbearance given the status of filings; SR&ED updates to BMO to be addressed as part of forbearance terms
6. Your clients shall provide monthly reporting (income statement, balance sheet, aged AR/AP) to be provided to BMO by 5<sup>th</sup> day following the prior month, and to be vetted by BDO as monitor; Agreed, with potential to build-in reporting about SR&ED process
7. Your clients to engage professional advice to formulate plan to pay out BMO in full (you indicated that your clients had consulted with Brent Warga at Deloitte); Agreed, and now that the question of BDO's involvement is resolved, the scope of the engagement with Deloitte will be confirmed.
8. Your clients consent to receivership (should BMO not be paid out in full on October 15, 2023 or should a breach of the forbearance agreement occur); Agreed subject to new forbearance term of November 15
9. The above terms, without limitation, to be set out in a written forbearance agreement. No issue
10. Forbearance fee of \$45,000 payable as follows: 1<sup>st</sup> payment of \$30,000 by September 10; 2<sup>nd</sup> payment of \$15,000 by October 10 (2<sup>nd</sup> payment to be refunded/forgiven if BMO is paid out prior to October 10)

If you think I missed anything or misdescribed anything, let me know. Thanks again Catherine.

Kalev

---

**Kalev A. Anniko** (he/him)

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**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Monday, July 31, 2023 2:17 PM  
**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** RE: Bank of Montreal re Genesis Inc. et al [FR-DOCS.FID1167030]

Catherine,

Thanks for sending around the invite. In anticipation of that meeting, I am providing comments from my client with respect to the proposed forbearance terms. My client appreciates the confidence in it that the Bank's willingness to enter into such an agreement shows, and is committed to working with the Bank to achieve an outcome favourable to all. At the same time, the capital and cash flow issues that are being worked on are necessarily exacerbated by certain aspects of forbearance, which compels my client to evaluate them meaningfully.

So, to respond to the items in the order presented:

1. Genesis shares the Bank's eagerness to resolve matters, but October 15, 2023 is less than three months away. It is reasonable to expect that any plan to realize on assets, restructure, or secure alternate financing will be incomplete at that point, even if progressing at a brisk pace. It is possible (perhaps likely) that there will be no movement on CRA's end with respect to SR&ED issues, regardless of anyone and everyone's efforts in that regard. As such, Genesis would propose that the forbearance period be to the end of the year. By then it is possible that this matter is resolved entirely, and if not, will either be progressing to the clear satisfaction of the parties or it won't be. Our concern is that as of October 15 it may still be too early to tell.

2. Genesis is agreeable. Thank you as well for your email of July 28 describing the anticipated scope of Mr. Lewis' role.
3. Genesis is prepared to grant this security, subject to the necessary approval of FCC. As you know, there are ongoing discussions/considerations about the sale of properties to generate capital, which we can discuss in more detail at our upcoming meeting.
  4. Genesis wholly agrees that moving forwards with the financials and the SR&ED process is a key goal, as there is the potential to receive millions of dollars in credits through SR&ED. However, Genesis does not believe resuming matters with EY is a necessary or reasonable step in doing so. With respect to financials, I am advised that Genesis has already tried something very much along the lines of what you are proposing – offering to pay \$100,000 for release of financials – but was rebuffed by EY who insisted on \$300,000 and was otherwise unprepared to release anything or take any steps. Since ending its relationship with EY, Genesis has retained Heartland CPAs, a local accounting firm run by accountants formerly at Deloitte. Genesis understands that Heartland expects to have the financials to March 2022 completed in the next few weeks (and has reached out to confirm the date) and the financials to March 2023 will follow. We can of course discuss this further on our call, but Genesis would propose to stick with its current accountants.
  5. In addition to the comments at 4, and as you generally know, Genesis is in a dispute with EY. The dispute is over how EY handled the recent SR&ED process. Briefly put, Genesis believes that, without Genesis' knowledge or approval, EY took steps and asserted positions inconsistent with the prior procedure through which Genesis successfully obtained SR&ED credits, and that this has caused new issues with CRA and delayed the receipt of said credits. I am advised that all SR&ED filings have since been largely completed, save for one final filing to be submitted by the end of September, but that if there are significant further steps to be taken with the SR&ED claims, they will be in the nature of appeals/negotiations and more likely require a tax lawyer than an accountant. I provide this as background, but think it makes the most sense to get the full picture through a discussion at our upcoming meeting. All this to say that, at this point, there is little if anything for EY to do with respect to the SR&ED process.
  6. Genesis is agreeable.
  7. Genesis is agreeable and has already engaged Deloitte.
  8. Genesis is agreeable.
  9. Genesis is agreeable, subject of course to coming to agreement on the final form.
  10. With respect to the forbearance fee, Genesis recognizes that BMO has been and will be put to expense in dealing with its facilities, but also asks BMO recognize the expense Genesis will be put to in meeting the terms of a proposed forbearance and working to "right its ship". In the circumstances, Genesis requests that BMO agree to a lesser forbearance fee of \$30,000.00.

Finally, I can advise that I will be calling in as well as Jim Long, Bob Kemp, and Mike Van Schepdael of Genesis. We look forward to discussing matters further tomorrow, but if you wish to discuss in the meantime, don't hesitate.

Regards,  
Kalev

**Kalev A. Anniko** (he/him)

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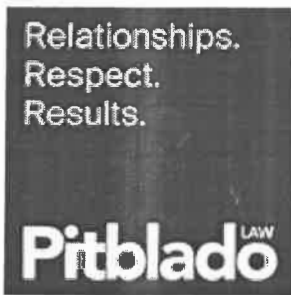
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**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Wednesday, July 26, 2023 4:17 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** RE: Bank of Montreal re Genesis Inc. et al

Kalev

As I also indicated in our call (but neglected to reference below), in consideration of the forbearance, your clients shall pay BMO a forbearance fee of \$60K by August 4, 2023.

Regards Catherine



**Catherine Howden** (she/her)  
Partner  
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**From:** Catherine Howden  
**Sent:** Wednesday, July 26, 2023 4:06 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** Bank of Montreal re Genesis Inc. et al

Good afternoon Kalev

This will confirm our telephone discussion on July 25, 2023.

Bank of Montreal is prepared to consider possible forbearance terms, including, without limitation, the following:

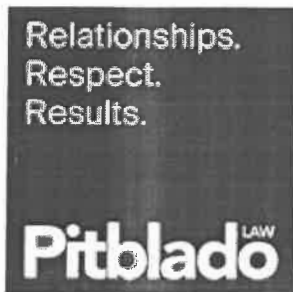
1. Forbearance term to October 15, 2023 to pay out BMO in full;
2. Your clients would engage BDO (David Lewis) as monitor;
3. Your clients would provide additional security to BMO against all real property, by second multi purpose demand mortgage (subordinate to FCC) in the amount of \$8M;
4. Subject to agreement of E&Y, funds of \$100K would be paid to E&Y no later than August 31, 2023 (as compensation for preparation of March 2022 and March 2023 financial statements and for release of the statements);
5. Subject to agreement of E&Y funds of \$50 would be paid to EY by no later than September 30, 2023 in consideration for E&Y to continue work on SR &ED applications; propose that 40% of all SR &ED proceeds be



- paid firstly towards the outstanding E&Y account until paid in full, with the other 60% to be released to your clients for capital injection;
6. Your clients shall provide monthly reporting (income statement, balance sheet, aged AR/AP) to be provided to BMO by 5<sup>th</sup> day following the prior month, and to be vetted by BDO as monitor;
  7. Your clients to engage professional advice to formulate plan to pay out BMO in full (you indicated that your clients had consulted with Brent Warga at Deloitte);
  8. Your clients consent to receivership (should BMO not be paid out in full on October 15, 2023 or should a breach of the forbearance agreement occur);
  9. The above terms, without limitation, to be set out in a written forbearance agreement.

Please let me know once you have discussed the proposed terms with your clients, and if you wish to arrange a teams call (along with our clients) to discuss in more detail. As I mentioned, while your client has been at an impasse with E&Y as a result of the unpaid accounts, making arrangements with E&Y to ensure the SR & ED applications can be processed in a timely manner is important, as the anticipated proceeds are significant and we understand that engaging new accountants to start the process from the beginning will be cumbersome and will delay the anticipated recovery.

Regards, Catherine



**Catherine Howden** (she/her)

Partner

[howden@pitblado.com](mailto:howden@pitblado.com)

2500-360 Main St | Winnipeg, MB | R3C 4H6

T. 204.956.3532

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This is **Exhibit "M"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

## BARRINGTON, ED

---

**From:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Sent:** August 14, 2023 8:48 AM  
**To:** BARRINGTON, ED  
**Cc:** Jim Long  
**Subject:** RE: Overdrawn

**External Email:** Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Hello Ed

Jodi has moved the money over and we should be covered and back onsite.

Thank you,

Trevor

---

**From:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Sent:** Monday, August 14, 2023 8:35 AM  
**To:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Cc:** Jim Long <jimlong@genesus.com>  
**Subject:** Overdrawn

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The Genesus Inc account ending in -976 is overdrawn this morning by a small amount, due to what appears to be insurance and commodity contract payments – the preference is to not return these items. Can you please somehow cover today?

Thank you,

**Ed Barrington**  
Senior Account Manager  
SAMU I Western Canada

**BMO Financial Group**  
20th Floor  
10175 - 101 Street  
Edmonton, AB T5J 0H3

[ed2.barrington@bmo.com](mailto:ed2.barrington@bmo.com)  
**M** (780) 863-0852

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This is **Exhibit "N"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read "Karel", is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba

**From:** BARRINGTON, ED  
**Sent:** August 15, 2023 1:51 PM  
**To:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Cc:** Jim Long <jimlong@genesus.com>  
**Subject:** RE: Payroll - August 15th

Just going into a meeting.

Unfortunately you can't expect BMO to extend ourselves further into an already financially distressed situation by \$130k. You'll need to find the funds to inject into the account. Otherwise the Forbearance Agreement negotiations will need to stop and we'll need to proceed into a receivership application.

**From:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Sent:** August 15, 2023 1:42 PM  
**To:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Cc:** Jim Long <jimlong@genesus.com>  
**Subject:** Payroll - August 15th

**External Email:** Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Good afternoon Ed,

There is a very good chance that we will end up overdrawn due to payroll tomorrow. Our Can-Am payroll will be met, however we will be approximately \$130,000 CAD short due to the Genesus Inc. payroll.

There is a payment from a South Korean customer worth \$147,000 USD that we were expecting receive yesterday/today but hasn't arrived yet. The terms of the agreement are that this individual is to settle up the bill, prior to his shipment leaving on Friday.

There is a good chance that the monies could arrive tomorrow morning to offset the withdrawal that takes place at midnight (tonight).

With that in mind, I wanted to notify you of this and hopefully we are able to work something out.

Let me know if you have any questions,

Sincerely,

Trevor Klippenstein CPA, CMA  
Vice President of Finance

Phone: 204.267.2813

[tklippenstein@genesus.com](mailto:tklippenstein@genesus.com)



This is **Exhibit "O"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Catherine Howden  
**Sent:** Thursday, August 24, 2023 2:40 PM  
**To:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** BMO - Genesis  
**Importance:** High

Kalev

Enclosed herewith is a proposed forbearance agreement together with schedules, for your review, including the terms discussed.

Please note that BMO has reconsidered and is requesting the appointment of BDO (David Lewis) as monitor and consultant, to monitor financial matters and specifically daily cash flow in light of the recent concerns about your client's ability to meet payroll obligations due to the account being overdrawn.

Please review and provide any comments.

We will provide mortgage documents for your client's execution shortly.

Best regards, Catherine



Relationships.  
Respect.  
Results.

**Pitblado**<sup>LAW</sup>

**Catherine Howden** (she/her)

Partner

[howden@pitblado.com](mailto:howden@pitblado.com)

2500-360 Main St | Winnipeg, MB | R3C 4H6

T. 204.956.3532

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On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Thursday, August 31, 2023 2:43 PM  
**To:** Catherine Howden <howden@pitblado.com>  
**Subject:** [EXT] BMO and Genesis [FR-DOCS.FID1167030]

Catherine,

Further to our call this afternoon, I understand that Deloitte has only recently received cash flows from Genesis, and is in the process of reviewing same with the their team. I am advised by Brent that this will likely not be done until mid to late next week.

As discussed, my clients' ability to respond to the forbearance agreement proposed by BMO depends on the cash flows for a number of reasons:

1. The cashflows will be part of the benchmarks that, along with compliance with other terms of the forbearance which will see the bank's debt reduced, we would propose be the basis for a built-in extension of the forbearance period if Genesis is tracking in accordance with same.
2. The cashflows will support an "ask" from my clients that, notwithstanding the BMO mortgages to be executed and registered, some portion of the proceeds of the sale of the St. Andrews property be retained, for operational needs as well as for pursuing reorganization and repayment of your client (for example, legal costs related to pursuing SR&ED refunds, etc.).
3. The cashflows are expected to be a necessary basis of timely reporting. Though we did not discuss it in our call, my clients typically close out a previous months' financials on or around the 20<sup>th</sup> of the following month. Reporting on actual cash flows on a bi-weekly basis could be a way of providing certain financial information in a more timely manner.

My clients remain committed to seeing their business through its current difficulties, and they are under no delusions that BMO's buy-in and cooperation is necessary to do so. This is why, when it became clear that further steps to finalize the forbearance agreement would be delayed (I would anticipate to the end of next week) I wanted to reach out.

I look forward to hearing from you once you have had a chance to discuss with your client.

Regards,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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This is **Exhibit "Q"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Keel', is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba



Pitblado LLP  
2500 - 360 Main Street  
Winnipeg, Manitoba  
Canada R3C 4H6

Tel. (204) 956 0560  
Fax (204) 957 0227  
E-mail firm@pitblado.com

**BY EMAIL**

August 31, 2023

Fillmore Riley LLP  
1700 – 360 Main Street  
Winnipeg, MB R3C 3Z3

**Attention: Kalev A. Anniko**

Dear Mr. Anniko:

**Re: Bank of Montreal – Mortgages from Genesis Inc. (“Genesis”)  
and from Can-Am Genetics Inc. (“Can-Am”)**

---

Please find enclosed the following mortgage documents for execution by the appropriate signatory of each of Genesis and Can-Am:

1. Mortgages, each in the principal amount of \$8,000,000.00;
2. Acknowledgements of Receipt of Mortgage by Mortgagor;
3. Authorizations re missing/incomplete particulars;
4. Authorizing Resolutions and Certificates; and
5. Officer’s Certificates [Please note: Schedules require completion].

Please return the original documents to our office once signed.

Yours truly,

**PITBLADO LLP**

per: 

**E. Scott Ransom\***  
ESR/kda  
Enc.

cc: Pitblado LLP, Attention: Catherine E. Howden (by email; w/o encl.)  
Bank of Montreal, Attention: Ed Barrington (by email; w/o encl.)

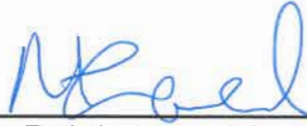
*\*Services provided through E. Scott Ransom Law Corporation*

Reply to:  
**E. Scott Ransom**  
**Direct (204) 956 3513**  
ransom@pitblado.com

File No. 638.400

This is **Exhibit "R"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

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## BARRINGTON, ED

**From:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Sent:** September 5, 2023 9:13 AM  
**To:** BARRINGTON, ED  
**Cc:** Jim Long  
**Subject:** RE: Excesses on Accounts this Morning

Ed,

Please see the screenshots below...

Genetics:

Enter stop payment search criteria

05451998968 - GENESUS GENET

Search

<input type="checkbox"/>	Account	Cheque Number	Amount	Payee	Expiry Date
<input type="checkbox"/>	05451998968 - GENESUS GENETICS INC - CAD		4,127.64	First Insurance	2024-07-27

Genesus Inc

<input type="checkbox"/>	05451998976 - GENESUS INC - CAD		39,050.00	FORESTERS LIFE INS	2024-04-19
<input type="checkbox"/>	05451998976 - GENESUS INC - CAD	34499			2024-02-28
<input type="checkbox"/>	05451998976 - GENESUS INC - CAD		7,979.99	Cafo	2024-08-31
<input type="checkbox"/>	05451998976 - GENESUS INC - CAD		5,587.40	First Insurance	2024-08-31
<input type="checkbox"/>	05451998976 - GENESUS INC - CAD		5,275.08	First Insurance	2024-08-31
<input type="checkbox"/>	05451998976 - GENESUS INC - CAD		1,824.60	Nero	2024-08-31

Can-Am

<input type="checkbox"/>	05451998941 - CAN AM GENETICS INC - CAD		491.79	Kubota	2024-08-31
<input type="checkbox"/>	05451998941 - CAN AM GENETICS INC - CAD		9,302.32	First Insurance	2024-08-31

Thank you,



Trevor Klippenstein CPA, CMA  
Vice President of Finance  
Phone: 204.267.2813  
[tklippenstein@genesus.com](mailto:tklippenstein@genesus.com)



---

**From:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Sent:** Tuesday, September 5, 2023 10:02 AM  
**To:** Trevor Klippenstein <tklippenstein@genesus.com>  
**Cc:** Jim Long <jimlong@genesus.com>  
**Subject:** RE: Excesses on Accounts this Morning

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you please send me the items that have stop payments on them? I will have them returned from my end as well.

Regards,

**Ed Barrington**  
Senior Account Manager  
SAMU I Western Canada

**BMO Financial Group**  
20th Floor  
10175 - 101 Street  
Edmonton, AB T5J 0H3

[ed2.barrington@bmo.com](mailto:ed2.barrington@bmo.com)  
**M** (780) 863-0852

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---

**From:** Trevor Klippenstein <[tklippenstein@genesus.com](mailto:tklippenstein@genesus.com)>  
**Sent:** September 5, 2023 8:23 AM  
**To:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Cc:** Jim Long <[jimlong@genesus.com](mailto:jimlong@genesus.com)>  
**Subject:** RE: Excesses on Accounts this Morning

Good morning Ed,

Jodi put stop payments on various items on Friday for all three accounts; if those get returned, we should be onside in all cases.

Thank you,

Trevor Klippenstein CPA, CMA  
Vice President of Finance  
Phone: 204.267.2813  
[tklippenstein@genesus.com](mailto:tklippenstein@genesus.com)



---

**From:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Sent:** Tuesday, September 5, 2023 8:59 AM  
**To:** Trevor Klippenstein <[tklippenstein@genesus.com](mailto:tklippenstein@genesus.com)>  
**Cc:** Jim Long <[jimlong@genesus.com](mailto:jimlong@genesus.com)>  
**Subject:** Excesses on Accounts this Morning

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Are you able to cover by 11 AM CST this morning? Otherwise items will need to be returned to cover.

**For Can-Am:**

0109	HAMS MARKETING AP /CC	36,665.93DN	
	936.41DS MANITOBA HYDRO MSP/DIV		
	1,748.43DS WAWANESA LIFE I MSP/DIV		
	15,000.00TF 0545-1998-976 3587		
	9,488.65DS FIRST INSURANCE LNS/PRE		
	15,000.00DS DEFT SETTLEMENT FLE 0395		5,499.35DR
0509	208.49DS BELLMTS RESBUS BUS/ENT		
	2,369.90DS MANITOBA HYDRO MSP/DIV		
	107.11DS MANITOBA HYDRO MSP/DIV		8,184.85DR

**For Genesus Genetics:**

0109	4,127.64DS FIRST INSURANCE LNS/PRE	4,127.65DR
------	------------------------------------	------------

**For Genesis:**

0109	6,250.00DS DEFT SETTLEMENT FLE 1172	
	9,000.00DS DEFT SETTLEMENT FLE 1173	
	7,000.00DS DEFT SETTLEMENT FLE 1174	
	6,692.13DS DEFT SETTLEMENT FLE 1175	
	409.78DS SFJ CANADA CFB/CBE	
	6,510.00CK NO.775	16,976.56DR
0509	USD TFR 4799-592	9,693.51FX
	AT1.34399 HC \$0.00	
	7212.49	
	335.95DS SHAW CABLE TV BPY/FAC	
	190.40DS SHAW CABLE TV BPY/FAC	7,809.40DR
{		

**Ed Barrington**  
Senior Account Manager  
SAMU I Western Canada

**BMO Financial Group**  
20th Floor  
10175 - 101 Street  
Edmonton, AB T5J 0H3

[ed2.barrington@bmo.com](mailto:ed2.barrington@bmo.com)  
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On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Thursday, September 7, 2023 11:35 AM  
**To:** Catherine Howden <howden@pitblado.com>  
**Subject:** [EXT] RE: BMO and Genesis

Catherine,

With respect to financial statements, I am told by my client that they are expecting to receive financial statements next week. Heartland had some final follow-ups, but I understand they have been responded to. With respect to cash flows, I followed up with Brent regarding the cash flows and am told that they are still anticipating completion this week. With the cash flows in hand, my client will be in a position early to mid-next week to fully respond to the forbearance agreement as we had previously discussed, including benchmarks related to meeting cashflows that could result in an extension of the forbearance period, and the "ask" related to a part of the proceeds of the St. Andrews sale. Given the nature of these and the terms of the forbearance agreement dealing with the St. Andrews property, the execution of mortgages should be part and parcel of execution of the forbearance agreement on finalized terms.

Related to the St. Andrews property, however, there is one more update: my clients have been continuing to negotiate a better sale price for the St. Andrews property, and I am informed the prospective purchaser is prepared to agree on a sale price of \$2.75MM (up from a previous offer of \$2.5MM). The prospective purchaser is aware that the vendor will be seeking BMO's approval of any sale (pursuant to the terms of the draft forbearance you provided) and so has advised they will only sign an agreement to purchase once that approval is confirmed. A draft offer to sell is attached for review and comment/approval by BMO. I understand the purchaser is prepared to sign same upon BMO confirming its approval.

Thanks,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Wednesday, September 6, 2023 8:33 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Subject:** RE: BMO and Genesis  
**Importance:** High

Kalev

Can you provide an update on the status of the financial statements from Heartland, progress to date on the cash flows and anticipated date of completion from Deloitte, and your clients' position respecting the additional mortgage security (ie whether they are prepared to execute the mortgages in advance of a signed forbearance agreement).

Regards Catherine



**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532  
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---

**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Thursday, August 31, 2023 2:43 PM  
**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Subject:** [EXT] BMO and Genesis [FR-DOCS.FID1167030]

Catherine,

Further to our call this afternoon, I understand that Deloitte has only recently received cash flows from Genesis, and is in the process of reviewing same with the their team. I am advised by Brent that this will likely not be done until mid to late next week.

As discussed, my clients' ability to respond to the forbearance agreement proposed by BMO depends on the cash flows for a number of reasons:

1. The cashflows will be part of the benchmarks that, along with compliance with other terms of the forbearance which will see the bank's debt reduced, we would propose be the basis for a built-in extension of the forbearance period if Gensus is tracking in accordance with same.
2. The cashflows will support an "ask" from my clients that, notwithstanding the BMO mortgages to be executed and registered, some portion of the proceeds of the sale of the St. Andrews property be retained, for operational needs as well as for pursuing reorganization and repayment of your client (for example, legal costs related to pursuing SR&ED refunds, etc.).
3. The cashflows are expected to be a necessary basis of timely reporting. Though we did not discuss it in our call, my clients typically close out a previous months' financials on or around the 20<sup>th</sup> of the following month. Reporting on actual cash flows on a bi-weekly basis could be a way of providing certain financial information in a more timely manner.

My clients remain committed to seeing their business through its current difficulties, and they are under no delusions that BMO's buy-in and cooperation is necessary to do so. This is why, when it became clear that further steps to finalize the forbearance agreement would be delayed (I would anticipate to the end of next week) I wanted to reach out.

I look forward to hearing from you once you have had a chance to discuss with your client.

Regards,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba



**From:** Catherine Howden  
**Sent:** Friday, September 8, 2023 3:38 PM  
**To:** Anniko, Kalev  
**Subject:** BMO - Genesis  
**Attachments:** BMO Genesis Forbearance Agreement.docx

**Importance:** High

Kalev

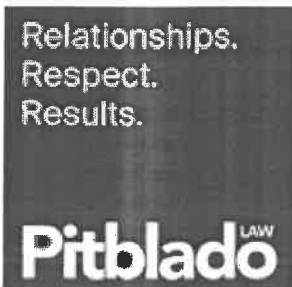
Further to our telephone call, I enclose herewith word version of the forbearance agreement. Please provide me with a tracked version with any proposed changes.

Further to your email of September 7, 2023, and our discussion:

1. BMO does not have any objections to the proposed purchase price for the St. Andrews property.
2. You indicated that it was not Can-Am's intention to buy back the property at the end of the lease term, and that it was your understanding that the short term lease was to allow for a wind down of operations in the barn. If that is not correct, you will advise;
3. You indicated that your clients' intention is the anticipated sale proceeds would be paid out as proposed in the forbearance agreement (ie payment to FCC for its first mortgage of approx. \$500K, payment to FCC of an additional amount of \$250K to be applied to reduce debt owed by Genesis to FCC; balance of net sale proceeds to BMO – subject to agreement on release of a portion of the net sale proceeds to Genesis to fund ongoing operating costs – amount to be proposed shortly once cash flows statements are completed – I have requested details of the ask and where funds are expected to be applied). I have asked for an irrevocable order to pay to be signed by Can-Am to secure its interest in the sale proceeds – you will discuss with your client and get back to me;
4. You advised that you expect to receive the cash flow statements from Deloitte today;
5. Once you have reviewed the cash flow statements, you will be in a position to respond to the forbearance agreement in short order;
6. I will have Scott Ransom prepare and provide to you a postponement agreement respecting the Genesis mortgage security (in conjunction with the proposed forbearance terms that BMO is to have a second mortgage position behind FCC on all land owned by Genesis and Can-Am);
7. The financial statements from Heartland will be provided when available, but the provision of same will not delay your response to the forbearance;
8. BMO is concerned about the number of recent instances when your client has been in overdraft and your client's ability to fund ongoing operations, and requires that forbearance terms be finalized without undue delay.

I will await your response, which you expect to provide early next week.

Best regards, Catherine



**Catherine Howden** (she/her)  
Partner  
howden@pitblado.com  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

Learn more about me [here](#)

This is **Exhibit "U"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Tuesday, September 12, 2023 10:14 AM  
**To:** Catherine Howden <howden@pitblado.com>  
**Subject:** [EXT] BMO and Genesis

Catherine,

Thank you for your patience. As per our discussions, please find attached:

1. Projected Cash flows of the debtors
2. Forbearance agreement with comments in track changes
3. Clean copy of forbearance incorporating changes

With respect to some of the comments on the forbearance:

1. Based on a review of the cash flows, Genesis is proposing that forbearance period run until March 31, 2024, which is when the cash flow projections currently run to. I recognize this is a notably longer period of forbearance than had previously been discussed, but as you will see, the companies' plan for that period involves voluntary property sales and other paydowns in the millions towards the BMO loans, during which period Genesis will be looking for refinancing and other means to pay out BMO's debt in full. One potential avenue is the SR&ED credits. The credits owing to Genesis Inc. total approximately \$4.2 million, and I am advised all that is left with respect to these credits is to receive them, but the cash flows only build in payment for one years' worth, in the amount of \$1.4 million, given the uncertainty of timing with CRA. Of that \$1.4 million, Genesis would propose to retain \$0.4 million, with the balance to be paid to BMO. If further credits are received during the period, Genesis would propose them being similarly split, in a 1/3 to Genesis 2/3 to BMO

fashion. In all events, the proposed forbearance period will see substantial permanent reductions in the amount owing to BMO, and should reduce legal and restructuring costs of not having to repeatedly revisit the forbearance term when matters are nonetheless moving to the satisfaction of all parties. BMO will of course remain in a monitoring position, including having BDO in place, and will have the rights afforded to it under the agreement if issues of concern arise.

2. As previously discussed, Can-Am is in the process of entering into an agreement to sell the St. Andrews Property, with an anticipated sale price of \$2.75 million, closing October 1. I am advised my client expects to receive a signed agreement by Friday. Of those proceeds, amounts will be paid to FCC as previously discussed, and based on the cash flow projections, Genesus is proposing to retain \$300,000 of the St. Andrews property sale, to address restructuring costs and additional capital and operating costs (including potential need to take further action to pursue the Can-Am SR&ED credits). The balance of approximately \$1.7 million would be paid to BMO in permanent reduction of the debt.
3. I have been advised that the Genesus companies close out their month on or around the 20<sup>th</sup> of the following month. As a result, the financial statements and accounts receivable/payable will not generally be in a reliable form on the 5<sup>th</sup> of the following month as originally proposed, and so we are proposing those reports be provided on the 21<sup>st</sup>. Genesus is however proposing bi-weekly reporting of actual cash flows vs projection, so that BMO and BDO can have timely information for review and consideration throughout the forbearance period.

The schedules of the forbearance agreement appear to be fine. We had discussed some further steps to be taken with the mortgage security last week involving postponements.

Don't hesitate to give me a call on this, otherwise I look forward to hearing from you once you have reviewed with your client.

Regards,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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This is **Exhibit "V"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Catherine Howden  
**Sent:** Friday, September 22, 2023 3:33 PM  
**To:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>  
**Subject:** RE: [EXT] RE: BMO and Genesis Inc. - Forbearance [FR-DOCS.FID1167030]  
**Importance:** High

Kalev

As I indicated, the purpose of the forbearance agreement is to allow some additional time for your clients to secure alternate financing to pay out BMO in full.

BMO is prepared to agree to extend the forbearance term to January 15, 2024 as requested.

However, BMO is not prepared to agree to payment of funds to your client from the pending St Andrews sale, or from the SR&ED payments without the consent of EDC (and any response from EDC is not likely to be provided on a timely basis).

I will send a revised version of the agreement to you to reflect the agreed revision to the forbearance term. BMO is not prepared to agree to any further substantive revisions to the agreement.

Please advise whether your client intends to execute the agreement, and if not, BMO will consider its options.

Regards, Catherine

**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6



T. 204.956.3532

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---

**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Friday, September 22, 2023 1:55 PM  
**To:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** [EXT] RE: BMO and Genesus Inc. - Forbearance [FR-DOCS.FID1167030]

Catherine,

Similarly further to our call yesterday, I have had a chance to discuss the Bank's concerns raised therein with my client.

Genesus appreciates the Bank's willingness to work with it towards a resolution that sees full payout, and while they understand that the Bank is not prepared to extend to the end of March, in our view, a reasonable period of time to look for this resolution would be to January 15, 2024. Forbearance for this period of time will allow for the soliciting of potential lenders with the companies in a better financial position than currently exists, as well as pursuit of the SR&ED claims, which have the potential to offer further substantial reductions to the Bank's loan in the near-term, including the forbearance period. During this time there will be asset sales that will see permanent reductions of BMO's loan (I am advised that the Bagot property is, in fact, currently listed) such that, if the companies' prospects are not to the bank's liking at the end of the forbearance period, they will be in as good a position as they are now – arguably better, as they will have additional mortgage security, and will also have received substantial paydown by way of assets sold at fair market as opposed to liquidation value. For example, the original offer on the St. Andrews property was \$1.9MM, and Genesus was ultimately able to negotiate a sale price of \$2.75MM.

In terms of the \$300,000 Genesus is seeking out of the St. Andrews sale, the Bank still stands to receive approximately \$1.8MM out of the St. Andrews sale in the event of such an agreement. Re-reviewing the cash flows, the anticipated restructuring costs are in excess of \$200,000 to the middle of October (this includes the \$45,000 forbearance fee and the costs associated with BDO). The balance of the funds would be generally available to fund the legal costs of pursuing the SR&ED credits, which, in Can-Am's case in particular, appears will require a more formal dispute mechanism and the active participation of Genesus' principals and for which I am advised there is an upcoming October 12 deadline to file appeals for certain years. The upside of that process is approximately \$11MM.

As such, Genesus proposes the forbearance period be modified to January 15, 2024, and that the \$300,000 distribution to it be re-inserted. In Genesus' view, these proposed terms are reasonable and will realistically allow for it to make significant if not total progress towards payout, which progress the Bank will be in a position to evaluate throughout, while benefitting from permanent reductions in its loan.

Please review with your client and advise if it is prepared to grant forbearance on these terms.

Also, in terms of the proposed "split" of SR&ED funds we discussed, Genesus is prepared to make any such agreement subject to EDC approval on a case-by-case basis (though arguably these credits would be received by the business in the ordinary course of operating) and are prepared to accept a smaller portion of the credits if EDC requires as much.

Finally, it may be productive for us to have a call along with BDO and/or BMO, as well as Deloitte, to try to resolve and address any questions or concerns. I am available all day Monday as well as Tuesday afternoon for same. Let me know.

Thanks,  
Kalev

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Friday, September 22, 2023 10:47 AM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>  
**Subject:** BMO and Genesis Inc. - Forbearance  
**Importance:** High

Kalev

Further to our telephone call yesterday, I enclosed the forbearance agreement acceptable to BMO, in final form, for execution by your client.

I have also enclosed the track changes copy (I accepted your changes from the last draft, where appropriate, and have tracked additional revisions).

Please have your client execute and provide signed copy to me of the agreement, all schedules, and the mortgage documents (sent to you August 31, 2023) on or before close of business on Wednesday September 27, 2023.

Regards, Catherine



**Catherine Howden** (she/her)  
Partner  
[howden@pitblado.com](mailto:howden@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

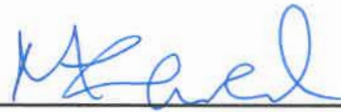
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This is **Exhibit "W"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Catherine Howden  
**Sent:** Wednesday, September 27, 2023 6:48 PM  
**To:** Anniko, Kalev  
**Cc:** E. Scott Ransom; BARRINGTON, ED  
**Subject:** BMO/Genesis et al - forbearance agreement  
**Attachments:** SCopierB23092718120.pdf; SCopierB23092718121.pdf; SCopierB23092718130.pdf; SCopierB23092718131.pdf

**Importance:** High

Kalev

This will confirm our telephone discussion this afternoon.

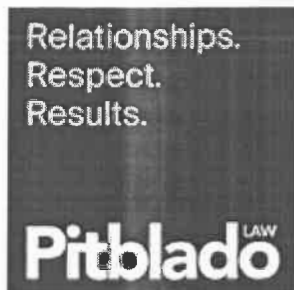
I will be providing you tomorrow morning with a revised forbearance agreement to reflect, inter alia,

1. Forbearance term revised to January 15, 2024;
2. Payment to BDO for consulting fees of \$110K and payment to BMO for forbearance fee of \$45K, to be paid out of the sale proceeds of the St Andrews property;
3. Agreement to provide irrevocable order and direction to pay sale proceeds of the St Andrews property in the manner set out in the forbearance agreement (in lieu of mortgage registration against that property);
4. Reference to dates of specific loan amendment agreements in the preamble;
5. Reference to unlimited guarantees of Can-Am and GGI of the debt of Genesis dated October 19, 2021;
6. Consent Judgment revised per guarantees dated October 19, 2021.

I have attached copies of the Loan Amendments dated September 14, 2021 and September 14, 2022 for your reference, and also the Can-Am and GGI guarantees dated October 19, 2021.

Scott will send you the amended mortgage documents (to reflect the change in director of Can-Am), the irrevocable order and direction to pay (referenced in item 3 above) and the postponement agreement respecting the Genesis mortgage security against the Can-Am Property.

Regards, Catherine



**Catherine Howden** (she/her)  
Partner  
howden@pitblado.com  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.3532

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This is **Exhibit "X"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba

**From:** Anniko, Kalev <kanniko@fillmoreriley.com>  
**Sent:** Monday, October 2, 2023 12:28 PM  
**To:** Catherine Howden <howden@pitblado.com>  
**Cc:** BARRINGTON, ED <ED2.BARRINGTON@bmo.com>; E. Scott Ransom <ransom@pitblado.com>  
**Subject:** [EXT] RE: BMO and Genesis Inc. - Forbearance [FR-DOCS.FID1167030]

Attached. Please send me back a fully executed copy.

I am also working on getting the mortgages and resolutions etc. received today signed. They require signatures from multiple directors, and I will get them back to you as soon as I can.

If you need to discuss, let me know. Thanks Catherine.

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Sent:** Monday, October 2, 2023 12:19 PM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>; E. Scott Ransom <[ransom@pitblado.com](mailto:ransom@pitblado.com)>

**Subject:** RE: BMO and Genesis Inc. - Forbearance

**Importance:** High

Hi Kalev

Can you please advise as to the status of the execution of the forbearance agreement?

Thanks, Catherine



**Catherine Howden** (she/her)

Partner

[howden@pitblado.com](mailto:howden@pitblado.com)

2500-360 Main St | Winnipeg, MB | R3C 4H6

T. 204.956.3532

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---

**From:** Catherine Howden

**Sent:** Friday, September 29, 2023 12:00 PM

**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>

**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>; E. Scott Ransom <[ransom@pitblado.com](mailto:ransom@pitblado.com)>; Chantale DeBlois <[deblois@pitblado.com](mailto:deblois@pitblado.com)>

**Subject:** Re: [EXT] RE: BMO and Genesis Inc. - Forbearance [FR-DOCS.FID1167030]

Kalev

We have removed the st Andrew's titles from the mortgage to be signed and subject to provision of the irrevocable order to pay.

The reference in the forbearance agreement to mortgage over all properties will remain ( should the current offer on st Andrew's fail to close then we can amend mortgage to include the st Andrew's property ).

Please proceed on the basis of your undertaking to have the agreement executed.

Regards catherine

Sent from my iPhone

On Sep 29, 2023, at 11:41 AM, Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)> wrote:

Catherine,

Following up on the below. Do you propose to change the terms of the agreement further or are you content for our clients to sign based on the below understanding? Let me know, thanks.

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Sent:** Thursday, September 28, 2023 1:43 PM  
**To:** Chantale DeBlois <[deblois@pitblado.com](mailto:deblois@pitblado.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>; E. Scott Ransom <[ransom@pitblado.com](mailto:ransom@pitblado.com)>; Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Subject:** RE: BMO and Genesus Inc. - Forbearance [FR-DOCS.FID1167030]

Thanks.

Catherine I can advise my client is prepared to sign this, on the understanding that notwithstanding reference to a mortgage over "all" property in Schedule D (at para 21), the mortgage to be provided will not apply to the St. Andrews parcels. Alternatively, if you wanted to remove the St. Andrews parcels from Schedule "D", that might be another way to reflect the agreement.

I am open to your views on this. Thanks.

---

**Kalev A. Anniko** (he/him)

**Fillmore Riley LLP** 1700-360 Main Street, Winnipeg, MB R3C 3Z3 Canada  
T: (204) 957 8308 | F: (204) 954 0308 | [kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)

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---

**From:** Chantale DeBlois <[deblois@pitblado.com](mailto:deblois@pitblado.com)>  
**Sent:** Thursday, September 28, 2023 10:42 AM  
**To:** Anniko, Kalev <[kanniko@fillmoreriley.com](mailto:kanniko@fillmoreriley.com)>  
**Cc:** BARRINGTON, ED <[ED2.BARRINGTON@bmo.com](mailto:ED2.BARRINGTON@bmo.com)>; E. Scott Ransom <[ransom@pitblado.com](mailto:ransom@pitblado.com)>; Catherine Howden <[howden@pitblado.com](mailto:howden@pitblado.com)>  
**Subject:** BMO and Genesus Inc. - Forbearance

Please find attached revised Forbearance Agreement (blackline) together with Schedules containing revisions (blackline). A full, clean copy, of the Forbearance Agreement is attached as a PDF.

Thank you.

**Chantale DeBlois**

<image001.png> Legal Assistant to Catherine Howden and Trevor Yakimchuk  
[deblois@pitblado.com](mailto:deblois@pitblado.com)  
2500-360 Main St | Winnipeg, MB | R3C 4H6  
T. 204.956.0561 ext.332



This is **Exhibit "Y"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



---

A Notary Public in and for the Province of Manitoba



## STATUS OF TITLE

Title Number **1848166/2**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SW 1/4 21-12-22 WPM  
EXC ROAD PLAN 1650 BLTO

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **1130601/2**  
Instrument Status: **Accepted**

Registration Date: 2003-06-03  
From/By: MTS COMMUNICATIONS INC.  
To: WILLIAM F. JOHNSTONE AS AGENT

Amount:  
Notes: WLY 20M  
Description: EASEMENT AGREEMENT DATED 15 APRIL 2003

---

Instrument Type: **Mortgage**  
Registration Number: **1219289/2**  
Instrument Status: **Accepted**

Registration Date: 2008-04-18  
From/By: CAN-AM GENETICS INC.  
To: GENESUS INC.

Amount: \$2,000,000.00  
Notes: No notes  
Description: No description

## INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1228844/2**  
Instrument Status: **Accepted**

Registration Date: 2008-09-24  
From/By: GENESUS INC. IN MORTGAGE 1219289  
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Mortgage**  
Registration Number: **1503944/2**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: CAN-AM GENETICS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in PLTO

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1505568/2**  
Instrument Status: **Accepted**

Registration Date: 2023-11-29  
From/By: Genesus Inc.  
To: Mortgage 1503944/2

Amount:  
Notes: No notes  
Description: No description

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1506698/2</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger

<b>3. ADDRESSES FOR SERVICE</b>  CAN-AM GENETICS INC. P.O. BOX 278 OAKVILLE MB R0H 0Y0												
<b>4. TITLE NOTES</b>  No title notes												
<b>5. LAND TITLES DISTRICT</b>  Brandon												
<b>6. DUPLICATE TITLE INFORMATION</b>  Duplicate not produced												
<b>7. FROM TITLE NUMBERS</b>  1426607/2          All												
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>  No real property application or grant information												
<b>9. ORIGINATING INSTRUMENTS</b>  <table border="1"> <tr> <td>Instrument Type:</td> <td><b>Transfer Of Land</b></td> </tr> <tr> <td>Registration Number:</td> <td><b>1106541/2</b></td> </tr> <tr> <td>Registration Date:</td> <td>2002-01-11</td> </tr> <tr> <td>From/By:</td> <td>ROY ALBERT ADAM</td> </tr> <tr> <td>To:</td> <td>CAN-AM GENETICS INC</td> </tr> <tr> <td>Consideration:</td> <td>\$57,500.00</td> </tr> </table>	Instrument Type:	<b>Transfer Of Land</b>	Registration Number:	<b>1106541/2</b>	Registration Date:	2002-01-11	From/By:	ROY ALBERT ADAM	To:	CAN-AM GENETICS INC	Consideration:	\$57,500.00
Instrument Type:	<b>Transfer Of Land</b>											
Registration Number:	<b>1106541/2</b>											
Registration Date:	2002-01-11											
From/By:	ROY ALBERT ADAM											
To:	CAN-AM GENETICS INC											
Consideration:	\$57,500.00											

**10. LAND INDEX**

SW 21-12-22W  
EXC RD PL 1650

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 1848166/2

## STATUS OF TITLE

Title Number **1848166/2**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SW 1/4 21-12-22 WPM  
EXC ROAD PLAN 1650 BLTO

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **1130601/2**  
Instrument Status: **Accepted**

Registration Date: 2003-06-03  
From/By: MTS COMMUNICATIONS INC.  
To: WILLIAM F. JOHNSTONE AS AGENT

Amount:  
Notes: WLY 20M  
Description: EASEMENT AGREEMENT DATED 15 APRIL 2003

---

Instrument Type: **Mortgage**  
Registration Number: **1219289/2**  
Instrument Status: **Accepted**

Registration Date: 2008-04-18  
From/By: CAN-AM GENETICS INC.  
To: GENESUS INC.

Amount: \$2,000,000.00  
Notes: No notes  
Description: No description

## INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1228844/2**  
Instrument Status: **Accepted**

Registration Date: 2008-09-24  
From/By: GENESUS INC. IN MORTGAGE 1219289  
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Mortgage**  
Registration Number: **1503944/2**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: CAN-AM GENETICS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in PLTO

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1505568/2**  
Instrument Status: **Accepted**

Registration Date: 2023-11-29  
From/By: Genesis Inc.  
To: Mortgage 1503944/2

Amount:  
Notes: No notes  
Description: No description

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1506698/2</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger

<b>3. ADDRESSES FOR SERVICE</b>  CAN-AM GENETICS INC. P.O. BOX 278 OAKVILLE MB R0H 0Y0												
<b>4. TITLE NOTES</b>  No title notes												
<b>5. LAND TITLES DISTRICT</b>  Brandon												
<b>6. DUPLICATE TITLE INFORMATION</b>  Duplicate not produced												
<b>7. FROM TITLE NUMBERS</b>  1426607/2          All												
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>  No real property application or grant information												
<b>9. ORIGINATING INSTRUMENTS</b>  <table> <tr> <td>Instrument Type:</td> <td><b>Transfer Of Land</b></td> </tr> <tr> <td>Registration Number:</td> <td><b>1106541/2</b></td> </tr> <tr> <td>Registration Date:</td> <td>2002-01-11</td> </tr> <tr> <td>From/By:</td> <td>ROY ALBERT ADAM</td> </tr> <tr> <td>To:</td> <td>CAN-AM GENETICS INC</td> </tr> <tr> <td>Consideration:</td> <td>\$57,500.00</td> </tr> </table>	Instrument Type:	<b>Transfer Of Land</b>	Registration Number:	<b>1106541/2</b>	Registration Date:	2002-01-11	From/By:	ROY ALBERT ADAM	To:	CAN-AM GENETICS INC	Consideration:	\$57,500.00
Instrument Type:	<b>Transfer Of Land</b>											
Registration Number:	<b>1106541/2</b>											
Registration Date:	2002-01-11											
From/By:	ROY ALBERT ADAM											
To:	CAN-AM GENETICS INC											
Consideration:	\$57,500.00											

**10. LAND INDEX**

SW 21-12-22W  
EXC RD PL 1650

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 1848166/2



## STATUS OF TITLE

Title Number **1892437/2**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES  
RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND

NW 1/4 21-12-22 WPM  
EXC NLY 1320 FEET PERP

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **1130601/2**  
Instrument Status: **Accepted**

Registration Date: 2003-06-03  
From/By: MTS COMMUNICATIONS INC.  
To: WILLIAM F. JOHNSTONE AS AGENT

Amount:  
Notes: WLY 20M  
Description: EASEMENT AGREEMENT DATED 15 APRIL 2003

---

Instrument Type: **Mortgage**  
Registration Number: **1219289/2**  
Instrument Status: **Accepted**

Registration Date: 2008-04-18  
From/By: CAN-AM GENETICS INC.  
To: GENESUS INC.

Amount: \$2,000,000.00  
Notes: No notes  
Description: No description

## INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1228844/2**  
Instrument Status: **Accepted**

Registration Date: 2008-09-24  
From/By: GENESUS INC. IN MORTGAGE 1219289  
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Mortgage**  
Registration Number: **1503944/2**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: CAN-AM GENETICS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in PLTO

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1505568/2**  
Instrument Status: **Accepted**

Registration Date: 2023-11-29  
From/By: Genesis Inc.  
To: Mortgage 1503944/2

Amount:  
Notes: No notes  
Description: No description

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1506698/2</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger
<b>3. ADDRESSES FOR SERVICE</b>	
CAN-AM GENETICS INC. P.O. BOX 278 OAKVILLE MB R0H 0Y0	
<b>4. TITLE NOTES</b>	
No title notes	
<b>5. LAND TITLES DISTRICT</b>	
Brandon	
<b>6. DUPLICATE TITLE INFORMATION</b>	
Duplicate not produced	
<b>7. FROM TITLE NUMBERS</b>	
1745223/2          Part	
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>	
No real property application or grant information	
<b>9. ORIGINATING INSTRUMENTS</b>	
Instrument Type:	<b>Transfer Of Land</b>
Registration Number:	<b>1117753/2</b>
Registration Date:	2002-08-12
From/By:	THOMAS WILLIAM DEANE RYALL AND JEAN MARY K F RYALL
To:	CAN-AM GENETICS INC
Consideration:	\$50,000.00

**10. LAND INDEX**

NW 21-12-22W  
EXC NLY 1320 FT PERP

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 1892437/2

## STATUS OF TITLE

Title Number **1956270/2**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND

LOTS 16 AND 17 BLOCK 3 PLAN 190 BLTO

IN E 1/2 7-12-22 WPM

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Mortgage**  
Registration Number: **1219289/2**  
Instrument Status: **Accepted**  
  
Registration Date: 2008-04-18  
From/By: CAN-AM GENETICS INC.  
To: GENESUS INC.

Amount: \$2,000,000.00  
Notes: No notes  
Description: No description

#### INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

Instrument Type: **Postponement Of Rights**  
Registration Number: **1228844/2**  
Instrument Status: **Accepted**

Registration Date: 2008-09-24  
From/By: GENESUS INC. IN MORTGAGE 1219289  
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Mortgage**  
Registration Number: **1503944/2**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: CAN-AM GENETICS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in PLTO

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1505568/2**  
Instrument Status: **Accepted**

Registration Date: 2023-11-29  
From/By: Genesis Inc.  
To: Mortgage 1503944/2

Amount:  
Notes: No notes  
Description: No description

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1506698/2</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger

<b>3. ADDRESSES FOR SERVICE</b>  CAN-AM GENETICS INC. BOX 278 OAKVILLE MB R0H 0Y0												
<b>4. TITLE NOTES</b>  No title notes												
<b>5. LAND TITLES DISTRICT</b>  Brandon												
<b>6. DUPLICATE TITLE INFORMATION</b>  Duplicate not produced												
<b>7. FROM TITLE NUMBERS</b>  1926346/2          All												
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>  No real property application or grant information												
<b>9. ORIGINATING INSTRUMENTS</b>  <table border="1"> <tr> <td>Instrument Type:</td> <td><b>Transfer Of Land</b></td> </tr> <tr> <td>Registration Number:</td> <td><b>1132120/2</b></td> </tr> <tr> <td>Registration Date:</td> <td>2003-07-07</td> </tr> <tr> <td>From/By:</td> <td>PERCY CHARLES ROSAMOND AND EILEEN VERONICA ROSAMOND</td> </tr> <tr> <td>To:</td> <td>CAN-AM GENETICS INC.</td> </tr> <tr> <td>Consideration:</td> <td>\$9,000.00</td> </tr> </table>	Instrument Type:	<b>Transfer Of Land</b>	Registration Number:	<b>1132120/2</b>	Registration Date:	2003-07-07	From/By:	PERCY CHARLES ROSAMOND AND EILEEN VERONICA ROSAMOND	To:	CAN-AM GENETICS INC.	Consideration:	\$9,000.00
Instrument Type:	<b>Transfer Of Land</b>											
Registration Number:	<b>1132120/2</b>											
Registration Date:	2003-07-07											
From/By:	PERCY CHARLES ROSAMOND AND EILEEN VERONICA ROSAMOND											
To:	CAN-AM GENETICS INC.											
Consideration:	\$9,000.00											

**10. LAND INDEX**

Lot 16 Block 3 Plan 190  
E 1/2 7-12-24W

Lot 17 Block 3 Plan 190  
E 1/2 7-12-24W

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 1956270/2



## STATUS OF TITLE

Title Number **1956271/2**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND

LOTS 12 AND 13 BLOCK 2 PLAN 145 BLTO  
EXC ALL MINES AND MINERALS VESTED IN THE  
CROWN (MANITOBA) BY THE REAL PROPERTY ACT

IN SE 1/4 7-12-22 WPM

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Mortgage**  
Registration Number: **1219289/2**  
Instrument Status: **Accepted**  
  
Registration Date: 2008-04-18  
From/By: CAN-AM GENETICS INC.  
To: GENESUS INC.  
  
Amount: \$2,000,000.00  
Notes: No notes  
Description: No description

#### INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

Instrument Type: **Postponement Of Rights**  
Registration Number: **1228844/2**  
Instrument Status: **Accepted**

Registration Date: 2008-09-24  
From/By: GENESUS INC. IN MORTGAGE 1219289  
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Mortgage**  
Registration Number: **1503944/2**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: CAN-AM GENETICS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in PLTO

---

Instrument Type: **Postponement Of Rights**  
Registration Number: **1505568/2**  
Instrument Status: **Accepted**

Registration Date: 2023-11-29  
From/By: Genesis Inc.  
To: Mortgage 1503944/2

Amount:  
Notes: No notes  
Description: No description

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1506698/2</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger
<b>3. ADDRESSES FOR SERVICE</b>	
CAN-AM GENETICS INC. BOX 278 OAKVILLE MB R0H 0Y0	
Blank on Migration 2018 BRADWARDINE MB R0M 0E0	
<b>4. TITLE NOTES</b>	
No title notes	
<b>5. LAND TITLES DISTRICT</b>	
Brandon	
<b>6. DUPLICATE TITLE INFORMATION</b>	
Duplicate not produced	
<b>7. FROM TITLE NUMBERS</b>	
1845068/2                  All	
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>	
No real property application or grant information	

**9. ORIGINATING INSTRUMENTS**

Instrument Type:	<b>Transfer Of Land</b>
Registration Number:	<b>1132120/2</b>
Registration Date:	2003-07-07
From/By:	PERCY CHARLES ROSAMOND AND EILEEN VERONICA ROSAMOND
To:	CAN-AM GENETICS INC.
Consideration:	\$9,000.00

**10. LAND INDEX**

Lot 12 Block 2 Plan 145  
SE 7-12-22W EX ALL M&M

Lot 13 Block 2 Plan 145  
SE 7-12-22W EX ALL M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 1956271/2

## STATUS OF TITLE

Title Number **2084368/3**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

THE ELY 1320 FEET PERP OF SE 1/4 16-11-9 WPM, EXC  
FIRSTLY: THE SLY 1320 FEET PERP  
SECONDLY: ROAD PLAN 1967 PLTO  
THIRDLY: AN UNDIVIDED 3/4 INTEREST IN ALL MINES AND MINERALS  
AS SET FORTH IN TRANSFER 76894 PLTO

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **29067/3**  
Instrument Status: **Accepted**

Registration Date: 1952-09-06  
From/By: CROWN TRUST COMPANY  
To:

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Caveat**  
Registration Number: **39303/3**  
Instrument Status: **Accepted**

Registration Date: 1979-07-30  
From/By: MANITOBA TELEPHONE SYSTEM  
To:

Amount:  
Notes: No notes  
Description: No description

Instrument Type: **Caveat**  
Registration Number: **1015486/3**  
Instrument Status: **Accepted**

Registration Date: 1998-05-08  
From/By: MTS COMMUNICATIONS INC.  
To: BY WILLIAM F. JOHNSTONE AS AGENT

Amount:  
Notes: No notes  
Description: RIGHT-OF-WAY AGREEMENT, EASEMENT FOR TRANSMISSION LINES

---

Instrument Type: **Caveat**  
Registration Number: **1028209/3**  
Instrument Status: **Accepted**

Registration Date: 1999-07-21  
From/By: ROBERT PATRICK VOESENEK AND ELIZABETH SUSAN VOESENEK  
To: BY C. CHRISTIANSON AS AGENT & ROBERT P. VOESENEK

Amount:  
Notes: SERVIENT TENEMENT  
Description: EASEMENT AGREEMENT DATED 13 JULY 1999

---

Instrument Type: **Mortgage**  
Registration Number: **1113435/3**  
Instrument Status: **Accepted**

Registration Date: 2008-04-18  
From/By: CAN-AM GENETICS INC.  
To: GENESUS INC.

Amount: \$2,000,000.00  
Notes: No notes  
Description: FIATED DEBENTURE

#### **INSTRUMENTS THAT AFFECT THIS INSTRUMENT**

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1118545/3	Postponement Of Rights	Accepted
1231745/3	Postponement Of Rights	Accepted

Instrument Type: **Postponement Of Rights**  
Registration Number: **1118545/3**  
Instrument Status: **Accepted**

Registration Date: 2008-09-24  
From/By: GENESUS INC. IN MTG. 1113435  
To: CAN-AM GENETICS INC. IN MTG. 1117410

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Caveat**  
Registration Number: **1139976/3**  
Instrument Status: **Accepted**

Registration Date: 2010-12-06  
From/By: GENESUS INC.  
To: BY LAWRENCE W. DONALD, AS AGENT

Amount:  
Notes: No notes  
Description: AGREEMENT:POSTPONEMENT OF ADVANCES BY FCC MTG. 1109343

---

Instrument Type: **Mortgage**  
Registration Number: **1230863/3**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: CAN-AM GENETICS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in BLTO

Instrument Type:	<b>Postponement Of Rights</b>
Registration Number:	<b>1231745/3</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-11-29
From/By:	Genesis Inc.
To:	Mortgage 1230863/3
Amount:	
Notes:	No notes
Description:	No description

---

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1232212/3</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC. and GENESUS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger

---

**3. ADDRESSES FOR SERVICE**  
  
CAN-AM GENETICS INC.  
BOX 278  
101 - 2ND STREET  
OAKVILLE MB  
R0H 0Y0

---

**4. TITLE NOTES**  
  
No title notes

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**5. LAND TITLES DISTRICT**  
  
Portage

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**6. DUPLICATE TITLE INFORMATION**  
  
Duplicate not produced

---

**7. FROM TITLE NUMBERS**  
  
2084366/3          All



**8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS**

No real property application or grant information

**9. ORIGINATING INSTRUMENTS**

Instrument Type: **Transfer Of Land**

Registration Number: **1083331/3**

Registration Date: 2005-05-05

From/By: MEYERS NORRIS PENNY TRUSTEE OF FRONTIER PLACE FARMS LTD

To: CAN-AM GENETICS INC.

Consideration: \$1.00

**10. LAND INDEX**

SE 16-11-9W

ELY 1320'PERP.,EXC. PART, RD PL 1967 EXC 3/4 INT. M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2084368/3

## STATUS OF TITLE

Title Number **2316076/3**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

GENESUS INC.

IS REGISTERED OWNER, SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND:

AT OAKVILLE AND BEING:

PARCEL 1: LOT 4 AND THE NLY 50 FEET PERP OF LOT 5 BLOCK 1  
PLAN 226 PLTO IN NW 1/4 18-11-4 WPM

PARCEL 2: LOTS 3 AND 5 BLOCK 1 PLAN 226 PLTO, EXC  
FIRSTLY: OUT OF LOT 5 THE NLY 50 FEET PERP  
AND SECONDLY: ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA)  
BY THE REAL PROPERTY ACT  
IN NW 1/4 18-11-4 WPM

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Mortgage**  
Registration Number: **1230862/3**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: GENESUS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also affects land in WLTO & NLTO

Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1232076/3</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-15
From/By:	SEA AIR INTERNATIONAL FORWARDERS LIMITED
Against:	GENESUS INC.
Amount:	\$321,066.33
Notes:	No notes
Description:	File no. CI 23-01-44293 Agent: Peter Halamandaris
Instrument Type:	<b>Certificate Of Judgment</b>
Registration Number:	<b>1232212/3</b>
Instrument Status:	<b>Accepted</b>
Registration Date:	2023-12-29
From/By:	FERMES DURAND FARMS LTEE.
Against:	CAN-AM GENETICS INC. and GENESUS INC.
Amount:	\$800,815.19
Notes:	No notes
Description:	File no. CI 23-01-43827 Agent: Thomas Frohlinger
<b>3. ADDRESSES FOR SERVICE</b>	
	GENESUS INC. BOX 278 101 2ND STREET OAKVILLE MB R0H 0Y0
<b>4. TITLE NOTES</b>	
	No title notes
<b>5. LAND TITLES DISTRICT</b>	
	Portage
<b>6. DUPLICATE TITLE INFORMATION</b>	
	Duplicate not produced
<b>7. FROM TITLE NUMBERS</b>	
	1524380/3      All

**8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS**

No real property application or grant information

**9. ORIGINATING INSTRUMENTS**

Instrument Type: **Request To Issue Title**

Registration Number: **1116876/3**

Registration Date: 2008-08-06

From/By: GENESUS INC.

To:

Amount:

**10. LAND INDEX**

Lot 3 Block 1 Plan 226  
IN NW 18-11-4W EXC RES

Lot 4 Block 1 Plan 226  
IN NW 18-11-4W

Lot 5 Block 1 Plan 226  
IN NW 18-11-4W EXC RES IN PART

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2316076/3

## STATUS OF TITLE

Title Number **2698800/1**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

GENESUS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND:

LOT 3 PLAN 18974 WLTO  
IN RL 12 TO 14 PARISH OF ST CHARLES

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **85-38881/1**  
Instrument Status: **Accepted**

Registration Date: 1985-05-07  
From/By: THE CITY OF WINNIPEG  
To:

Amount:  
Notes: No notes  
Description: No description

Instrument Type: **Mortgage**  
Registration Number: **4434702/1**  
Instrument Status: **Accepted**

Registration Date: 2013-12-03  
From/By: GENESUS INC.  
To: FARM CREDIT CANADA

Amount: \$1,400,000.00  
Notes: No notes  
Description: No description

**INSTRUMENTS THAT AFFECT THIS INSTRUMENT**

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
4704984/1	Amending Agreement	Accepted
5029775/1	Amending Agreement	Accepted

---

Instrument Type: **Amending Agreement**  
Registration Number: **4704984/1**  
Instrument Status: **Accepted**

Registration Date: 2016-03-21  
From/By: FARM CREDIT CANADA  
To: GENESUS INC.

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Amending Agreement**  
Registration Number: **5029775/1**  
Instrument Status: **Accepted**

Registration Date: 2018-12-20  
From/By: FARM CREDIT CANADA  
To: GENESUS INC.

Amount:  
Notes: No notes  
Description: No description

---

Instrument Type: **Mortgage**  
Registration Number: **5583625/1**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: GENESUS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Includes Land in PLTO & NLTO

Instrument Type: **Tax Sale-First Return**  
Registration Number: **5601833/1**  
Instrument Status: **Accepted**

Registration Date: 2023-12-13  
From/By: The City of Winnipeg  
To:

Amount:  
Notes: No notes  
Description: Series 128 Tax years 2020, 2021, 2022, 2023

Instrument Type: **Certificate Of Judgment**  
Registration Number: **5602937/1**  
Instrument Status: **Accepted**

Registration Date: 2023-12-15  
From/By: SEA AIR INTERNATIONAL FORWARDERS LIMITED  
Against: GENESUS INC.

Amount: \$321,066.33  
Notes: No notes  
Description: File no. CI 23-01-44293 Agent: Peter Halamandaris

Instrument Type: **Certificate Of Judgment**  
Registration Number: **5605846/1**  
Instrument Status: **Accepted**

Registration Date: 2023-12-29  
From/By: FERMES DURAND FARMS LTEE.  
Against: GENESUS INC.

Amount: \$800,815.19  
Notes: No notes  
Description: File no. CI 23-01-43827 Agent: Thomas Frohlinger

### 3. ADDRESSES FOR SERVICE

GENESUS INC.  
BOX 278  
101 - 2ND ST  
OAKVILLE MB  
R0H 0Y0

<b>4. TITLE NOTES</b>	No title notes		
<b>5. LAND TITLES DISTRICT</b>	Winnipeg		
<b>6. DUPLICATE TITLE INFORMATION</b>	Duplicate not produced		
<b>7. FROM TITLE NUMBERS</b>	2559445/1          All		
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>	No real property application or grant information		
<b>9. ORIGINATING INSTRUMENTS</b>	<div> <div>Instrument Type:</div> <div>Registration Number:</div> <div>Registration Date:</div> <div>From/By:</div> <div>To:</div> <div>Consideration:</div> </div> <div> <div>Transfer Of Land</div> <div>4434701/1</div> <div>2013-12-03</div> <div>BEVERLEY PEARL BRUCKI</div> <div>GENESUS INC.</div> <div>\$1,575,000.00</div> </div>		
<b>10. LAND INDEX</b>	Lot 3   Plan 18974		

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2698800/1



## STATUS OF TITLE

Title Number **2712003/5**  
Title Status **Accepted**  
Client File **638.400/BMO/ML/ed**



### 1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

GENESUS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN  
THE FOLLOWING DESCRIBED LAND:

THE NW 1/4 OF SECTION 32-13-23 WPM  
EXC FIRSTLY: ROAD PLAN 4563 NLTO  
EXC SECONDLY: ALL MINES AND MINERALS IN TRANSFERS 100373 AND  
1025254 NLTO

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

### 2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**  
Registration Number: **32224/5**  
Instrument Status: **Accepted**

Registration Date: 1956-09-27  
From/By: HAMIOTA GAS COMPANY LIMITED  
To:

Amount:  
Notes: No notes  
Description: No description

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Instrument Type: **Caveat**  
Registration Number: **32915/5**  
Instrument Status: **Accepted**

Registration Date: 1957-07-29  
From/By: INTERCITY GAS LIMITED  
To:

Amount:  
Notes: No notes  
Description: No description

Instrument Type: **Caveat**  
Registration Number: **1033528/5**  
Instrument Status: **Accepted**

Registration Date: 2003-08-14  
From/By: MTS COMMUNICATIONS INC.  
To:

Amount:  
Notes: AFF: NLY 20M PERP  
Description: EASEMENT AGREEMENT

---

Instrument Type: **Mortgage**  
Registration Number: **1105775/5**  
Instrument Status: **Accepted**

Registration Date: 2014-03-13  
From/By: GENESUS INC.  
To: FARM CREDIT CANADA

Amount: \$450,000.00  
Notes: No notes  
Description: No description

**INSTRUMENTS THAT AFFECT THIS INSTRUMENT**

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1143213/5	Amending Agreement	Accepted

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Instrument Type: **Amending Agreement**  
Registration Number: **1143213/5**  
Instrument Status: **Accepted**

Registration Date: 2020-04-21  
From/By: Farm Credit Canada  
To: Genesis Inc.

Amount: \$3,000,000.00  
Notes: No notes  
Description: No description

Instrument Type: **Mortgage**  
Registration Number: **1161500/5**  
Instrument Status: **Accepted**

Registration Date: 2023-10-12  
From/By: GENESUS INC.  
To: BANK OF MONTREAL

Amount: \$8,000,000.00  
Notes: No notes  
Description: Also Affects Land in WLTO & PLTO

Instrument Type: **Certificate Of Judgment**  
Registration Number: **1162434/5**  
Instrument Status: **Accepted**

Registration Date: 2023-12-15  
From/By: SEA AIR INTERNATIONAL FORWARDERS LIMITED  
Against: GENESUS INC.

Amount: \$321,066.33  
Notes: No notes  
Description: File no. CI 23-01-44293 Agent: Peter Halamandaris

Instrument Type: **Certificate Of Judgment**  
Registration Number: **1162585/5**  
Instrument Status: **Accepted**

Registration Date: 2023-12-29  
From/By: Fermes Durand Farms Ltee.  
Against: Genesus Inc. and Can-am Genetics Inc.

Amount: \$800,815.19  
Notes: No notes  
Description: File No. CI 23-01-43827 Agent: Thomas G. Frohlinger

**3. ADDRESSES FOR SERVICE**

GENESUS INC.  
PO BOX 278  
OAKVILLE MB  
R0H 0Y0

**4. TITLE NOTES**

No title notes

<b>5. LAND TITLES DISTRICT</b>	Neepawa
<b>6. DUPLICATE TITLE INFORMATION</b>	Duplicate not produced
<b>7. FROM TITLE NUMBERS</b>	2423305/5          All
<b>8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS</b>	No real property application or grant information
<b>9. ORIGINATING INSTRUMENTS</b>	<div> <div>Instrument Type:          <b>Transfer Of Land</b></div> <div>Registration Number:    <b>1105774/5</b></div> <div>Registration Date:        2014-03-13</div> <div>From/By:                  WESTERN SWINE A.I. INC.</div> <div>To:                         GENESUS INC.</div> <div>Consideration:          \$292,800.00</div> </div>
<b>10. LAND INDEX</b>	<div>NW 32-13-23W</div> <div>EX ROAD PLAN 4563 EX M&amp;M</div>

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE  
SYSTEM OF TITLE NUMBER 2712003/5

This is **Exhibit "Z"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.



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A Notary Public in and for the Province of Manitoba

## BY EMAIL

November 16, 2023

Bank of Montreal  
Enbridge Centre, 20<sup>th</sup> Floor  
10175-101 Street NW  
Edmonton, AB T5J 0H3

**Attention: Ed Barrington**

Dear Sir:

**Re: Bank of Montreal financing to Genesis Inc. and Can-Am Genetics Inc.**

In accordance with Bank of Montreal's instructions we prepared a mortgage in the principal amount of \$8,000,000.00 (the "**Mortgage**").

The particulars of the registration of the Mortgage at the following Land Titles Offices are as follows:

**1. REGISTERED OWNER – GENESUS INC.**

**(a) Land Titles Office: Winnipeg**

Registration Date: October 12, 2023

Mortgage Registration No.: 5583625/1

Affected Property: Title No. 2698800/1

LOT 3 PLAN 18974 WLTO  
IN RL 12 TO 14 PARISH OF ST CHARLES

Priority: The Mortgage was registered subject only to the following registrations:

- (a) Caveat No. 85-38881/1 registered May 7, 1985 in favour of The City of Winnipeg;
- (b) Mortgage No. 4434702/1 registered December 3, 2013 in favour of Farm Credit Canada;
- (c) Amending Agreement No. 4704984/1 registered March 21, 2016 by Farm Credit Canada; and
- (d) Amending Agreement No. 5029775/1 registered December 20, 2018 by Farm Credit Canada.

2500 - 360 Main Street  
Winnipeg, Manitoba  
Canada R3C 4H6

Tel. (204) 956 0560  
Fax (204) 957 0227  
E-mail firm@pitblado.com

Reply to: E. Scott Ransom  
**Direct (204) 956- 3513**  
ransom@pitblado.com

File No. 638/400

**(b) Land Titles Office: Portage La Prairie**

Registration Date: October 12, 2023

Mortgage Registration No.: 1230862/3

Affected Property: Title No. 2316076/3

AT OAKVILLE AND BEING:  
PARCEL 1: LOT 4 AND THE NLY 50 FEET PERP OF LOT 5  
BLOCK 1  
PLAN 226 PLTO IN NW 1/4 18-11-4 WPM

PARCEL 2: LOTS 3 AND 5 BLOCK 1 PLAN 226 PLTO, EXC  
FIRSTLY: OUT OF LOT 5 THE NLY 50 FEET PERP  
AND SECONDLY: ALL MINES AND MINERALS VESTED IN  
THE CROWN (MANITOBA)  
BY THE REAL PROPERTY ACT  
IN NW 1/4 18-11-4 WPM

Priority: NIL

**(c) Land Titles Office: Neepawa**

Registration Date: October 12, 2023

Mortgage Registration No.: 1161500/5

Affected Property: Title No. 2712003/5

THE NW 1/4 OF SECTION 32-13-23 WPM  
EXC FIRSTLY: ROAD PLAN 4563 NLTO  
EXC SECONDLY: ALL MINES AND MINERALS IN  
TRANSFERS 100373 AND  
1025254

Priority: The Mortgage was registered subject only to the following registrations:

- (a) Caveat No. 32224/51 registered September 27, 1956 in favour of Hamiota Gas Company Limited;
- (b) Caveat No. 32915/5 registered July 29, 1957 in favour of Intercity Gas Limited;
- (c) Caveat No. 1033528/5 registered August 14, 2003 in favour of MTS Communications Inc.
- (d) Mortgage No. 1105775/5 registered March 13, 2014 in favour of Farm Credit Canada; and

(e) Amending Agreement No. 1143213/5 registered April 21, 2020 by Farm Credit Canada.

**2. REGISTERED OWNER – CAN-AM GENETICS INC.**

**(a) Land Titles Office: Brandon**

Registration Date: October 12, 2023

Mortgage Registration No.: 1503944/2

Affected Properties: Title No. 1848166/2  
SW 1/4 21-12-22 WPM  
EXC ROAD PLAN 1650 BLTO

Title No. 1892437/2  
NW 1/4 21-12-22 WPM  
EXC NLY 1320 FEET PERP

Title No. 1956270/2  
LOTS 16 AND 17 BLOCK 3 PLAN 190 BLTO  
IN E 1/2 7-12-22 WPM

Title No. 1956271/2  
LOTS 12 AND 13 BLOCK 2 PLAN 145 BLTO  
EXC ALL MINES AND MINERALS VESTED IN THE  
CROWN (MANITOBA) BY THE REAL PROPERTY ACT  
IN SE 1/4 7-12-22 WPM

Priority: The Mortgage was registered subject only to the following registrations:

- (a) Caveat No. 1130601/2 registered June 3, 2003 in favour of MTS Communications Inc.;
- (b) Mortgage No. 1211076/2 registered November 5, 2007 in favour of Farm Credit Canada. **This Mortgage is in the process of being discharged.**
- (a) Mortgage No. 1219289/2 registered April 18, 2008 in favour of Genesis Inc. **A postponement of this mortgage to BMO's mortgage has been prepared and sent out for execution.**
- (c) Postponement Of Rights No. 1228844/2 registered September 24, 2008 in favour of Manitoba Agricultural Credit Corp.; and



- (d) Caveat No. 1279418/2 registered December 20, 2010 by Genesis Inc. re Postponement of Advances Agreement.

**(b) Land Titles Office: Portage La Prairie**

Registration Date: October 12, 2023

Mortgage Registration No.: 1230863/3

Affected Property: Title No. 2084368/3

THE ELY 1320 FEET PERP OF SE 1/4 16-11-9 WPM, EXC  
FIRSTLY: THE SLY 1320 FEET PERP  
SECONDLY: ROAD PLAN 1967 PLTO  
THIRDLY: AN UNDIVIDED 3/4 INTEREST IN ALL MINES  
AND MINERALS  
AS SET FORTH IN TRANSFER 76894 PLTO

Priority: The Mortgage was registered subject only to the following registrations:

- (b) Caveat No. 29067/3 registered September 6, 1952 in favour of Crown Trust Company;
- (c) Caveat No. 39303/3 registered July 30, 1979 in favour of Manitoba Telephone System;
- (d) Caveat No. 1015486/3 registered May 8, 1998 in favour of MTS Communications Inc.;
- (e) Caveat No. 1028209/3 registered July 21, 1999 by Robert Patrick Voesenek and Elizabeth Susan Voesenek re easement agreement;
- (e) Mortgage No. 1109343/3 registered November 5, 2007 in favour of Farm Credit Canada. **This Mortgage is in the process of being discharged.**
- (f) Mortgage No. 1113435/3 registered April 18, 2008 in favour of Genesis Inc. **A postponement of this mortgage to BMO's mortgage has been prepared and sent out for execution.**
- (g) Postponement Of Rights No. 1118545/3 registered September 24, 2008 in favour of Genesis Inc.; and

- (h) Caveat No. 1139976/3 registered December 6, 2010 by  
Genesis Inc. re Postponement of Advances Agreement  
by FCC Mortgage 1109343.

Please find enclosed copies of the above-noted Titles and registered Mortgages.

Yours very truly,

**PITBLADO LLP**

per:

  
**E. Scott Ransom\***  
ESR/kda  
Enc.

cc: Catherine Howden, Pitblado LLP (via e-mail; w/o encl.)

*\*Services provided through E. Scott Ransom Law Corporation*

This is **Exhibit "AA"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 15<sup>th</sup> day of January, 2025, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of Alberta driver's license.

On this 16<sup>th</sup> day of January, 2025, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'N. B. Barrington', is written above a horizontal line.

---

A Notary Public in and for the Province of Manitoba



Ministry of Public and  
Business Service Delivery

## Profile Report

SEA AIR INTERNATIONAL FORWARDERS LIMITED as of January 08, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SEA AIR INTERNATIONAL FORWARDERS LIMITED
Ontario Corporation Number (OCN)	1918113
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	July 01, 2014
Registered or Head Office Address	1720 Meyerside Drive, Mississauga, Ontario, L5T 1A3, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	GEOFFREY M.D. ROBINSON
Address for Service	1494 Elite Road, Mississauga, Ontario, L5J 3B4, Canada
Resident Canadian	Yes
Date Began	July 01, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

<b>Name</b>	GEOFFREY M.D. ROBINSON
<b>Position</b>	President
<b>Address for Service</b>	1494 Elite Road, Mississauga, Ontario, L5J 3B4, Canada
<b>Date Began</b>	July 01, 2014

<b>Name</b>	GEOFFREY M.D. ROBINSON
<b>Position</b>	Secretary
<b>Address for Service</b>	1494 Elite Road, Mississauga, Ontario, L5J 3B4, Canada
<b>Date Began</b>	July 01, 2014

<b>Name</b>	CHURAMAN SINGH
<b>Position</b>	Other (untitled)
<b>Address for Service</b>	1720 Meyerside Drive, Mississauga, Ontario, L5T 1A3, Canada
<b>Date Began</b>	May 15, 2020

<b>Name</b>	EELCO VAN LOON
<b>Position</b>	Vice-President
<b>Address for Service</b>	1720 Meyerside Drive, Mississauga, Ontario, L5T 1A3, Canada
<b>Date Began</b>	June 30, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Corporate Name History

Name

Effective Date

SEA AIR INTERNATIONAL FORWARDERS LIMITED

July 01, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Amalgamating Corporations**

**Corporation Name**  
**Ontario Corporation Number**

1916164 ONTARIO LIMITED  
1916164

**Corporation Name**  
**Ontario Corporation Number**

SEA AIR INTERNATIONAL FORWARDERS LIMITED  
221638

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



#### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: GEOFFREY ROBINSON - DIRECTOR	January 03, 2021
CIA - Notice of Change PAF: JAN-PAUL WALDIN - OTHER	July 08, 2020
CIA - Notice of Change PAF: JAN-PAUL WALDIN - OTHER	July 02, 2020
Annual Return - 2019 PAF: GEOFFREY ROBINSON - DIRECTOR	January 05, 2020
Annual Return - 2018 PAF: GEOFFREY ROBINSON - DIRECTOR	December 30, 2018
CIA - Notice of Change PAF: MARK PRAGER - OTHER	May 15, 2018
Annual Return - 2017 PAF: GEOFFREY ROBINSON - DIRECTOR	January 14, 2018
Annual Return - 2016 PAF: GEOFFREY ROBINSON - DIRECTOR	November 27, 2016
Annual Return - 2015 PAF: GEOFFREY ROBINSON - DIRECTOR	December 26, 2015
CIA - Initial Return PAF: GEOFFREY M.D. ROBINSON - DIRECTOR	September 04, 2014
BCA - Articles of Amalgamation	July 01, 2014

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.