

**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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**NOTICE OF MOTION  
HEARING DATE: FRIDAY, JULY 26, 2024 AT 10:00 A.M.  
BEFORE THE HONOURABLE MR. JUSTICE BOCK**

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**MLT AIKINS LLP**  
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File No. 0128056.00004

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.

**NOTICE OF MOTION**

BDO Canada Limited, the court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Genesus Inc. ("**Genesus**"), Can-Am Genetics Inc. ("**Can-Am**") and Genesus Genetics Inc. ("**GGI**", and together with Genesus and Can-Am, the "**Debtors**") relating to, acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**"), will make a motion before the Honourable Mr. Justice Bock on July 26, 2024 at 10 o'clock in the forenoon or as soon after that time as the motion can be heard, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

**THE MOTION IS FOR:**

1. An Order, substantially in the form attached hereto as **Schedule “A”** (the “**AVO**”), *inter alia*,
  - a. Abridging the time for service of the Notice of Motion and materials filed in support of this motion, such that this motion is properly returnable on July 26, 2024 at 10:00 AM, and dispensing with further service thereof;
  - b. Approving the sale transaction (the “**Reworked Transaction**”) contemplated by the Asset Purchase Agreement (the “**Reworked APA**”) dated July 19, 2024 between the Receiver in its capacity as Receiver of the Property, as vendor, and Genesis Genetic Technology Inc. (the “**Purchaser**”), as purchaser, attached as an appendix to the Confidential Supplement to the Second Report of the Receiver (the “**Confidential Supplement**”) and attached in a redacted form as an appendix to the Second Report of the Receiver (the “**Second Report**”);
  - c. Approving and authorizing the Receiver to execute the Reworked APA and complete the Reworked Transaction, and to take any additional steps and execute such additional documents as may be necessary or desirable for completion of the Reworked Transaction;
  - d. An Order providing for the vesting in the Purchaser, upon the delivery of a Receiver’s certificate, all of the Receiver’s and the Debtors’ right, title and interest in and to the assets described in the Reworked APA (the “**Purchased Assets**”) free and clear of any claims and encumbrances;

- e. An Order authorizing the Receiver to assign the contracts (the “**Assigned Contracts**”) listed in Schedule “C” of the Reworked APA to the Purchaser;
  - f. An Order declaring that, upon the delivery of a Receiver’s certificate: (i) all the rights and obligations of the Debtors under and to the Assigned Contracts shall be assigned, conveyed and transferred to, and assumed by, the Purchaser; and (ii) the assignment of the Assigned Contracts is hereby declared valid and binding upon all of the counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment;
  - g. An Order sealing the Confidential Supplement of the Receiver;
  - h. Approving of the actions of the Receiver to date in respect of its administration of these receivership proceedings and approving the Second Report, including the statements of receipts and disbursements contained in the Second Report and the activities of the Receiver described therein; and
2. Such further and other relief as the Honourable Court may deem just.

**THE GROUNDS FOR THIS MOTION ARE:**

- 1. By means of the Order (Appointing Receiver) of the Honourable Mr. Justice Chartier pronounced in these proceedings on June 11, 2024 (the “**Receivership Order**”), BDO Canada Limited was appointed Receiver of the Property.

**Background**

2. Genesus and Can-Am are corporations incorporated pursuant to the Laws of Manitoba. Genesus' business operations include the sale of swine genetics products and services, and Can-Am, *inter alia*, provides Genesus with swine for commercial production.
3. Can-Am and Genesus operate from premises owned by Genesus and located at 101 2<sup>nd</sup> Street in the Town of Oakville in the Province of Manitoba (the "**Oakville Property**").
4. Prior to the appointment of the Receiver, and as early as August 2023, the former management of the Debtors engaged in efforts to market and sell shares and/or assets of one or more the Debtors. The Debtors engaged in discussions and/or negotiations with five potential purchasers, including Canada ZF Investments Inc. ("**ZF Investments**"). Each of the potential purchasers proceeded to the due diligence stage.
5. Four of the potential purchasers determined that they would not move forward with a sale prior to the pronouncement of the Receivership Order.
6. Following the pronouncement of the Receivership Order, the Receiver continued negotiations with ZF Investments, who completed additional due diligence and submitted an offer to purchase assets pursuant to an asset purchase agreement to the Receiver on June 23, 2024.
7. On or about June 28, 2024, ZF Investments and the Receiver agreed upon the form of asset purchase agreement (the "**Prior APA**") which included the sale of: (i)

certain swine herds owned by Genesis (the “**Genesis Herds**”); (ii) certain swine herds owned by Can-Am (the “**Can-Am Herds**”, and together with the Genesis Herds, the “**Livestock Herds**”); (iii) intellectual property of Genesis, including proprietary software/ data handling pipelines, phenotypic, genotypic and pedigree databases, trade secrets and trademarks; (iv) certain books and records of Genesis and/or Can-Am; (v) the Oakville Property; and (vi) certain real property owned by Can-Am (the “**Riverdale Property**”).

8. Pursuant to an Assignment and Assumption Agreement effective as of July 3, 2024 (the “**Assignment Agreement**”), *inter alia*, ZF Investments sold, assigned, granted, conveyed and transferred to the Purchaser all of its right, title and interest in and to the Prior APA. The Assignment Agreement further provided that the Assignment Agreement did not relieve ZF Investments of its obligations under the Prior APA.
9. The Prior APA was approved by an Approval and Vesting Order pronounced on July 4, 2024 by the Honourable Mr. Justice Chartier, as amended by the Amended Approval and Vesting Order dated July 5, 2024.

### **The Prior APA Did Not Close**

10. The Prior APA was scheduled to close on July 9, 2024. However, ZF Investments and the Purchaser were unable to deliver certain of their closing deliverables on that date, including the purchase price.

11. On July 10, 2024, the Receiver issued a notice in accordance with the provisions of the Prior APA to ZF Investments and the Purchaser advising that ZF Investments and the Purchaser were in breach of their obligation to tender certain of their closing deliverables on the closing date under the Prior APA, including the purchase price, and that unless the breach was rectified, the Receiver would terminate the Prior APA and the full amount of the deposit paid thereunder (\$600,000) would be forfeited.
12. The Receiver engaged in discussions with ZF Investments and the Purchaser in good faith in order to determine whether it would be possible to close the transaction under the Prior APA. However, on July 14, 2024, counsel for ZF Investments and the Purchaser advised that they were no longer prepared to close the Prior APA.
13. On July 15, 2024, the Receiver terminated the Prior APA in accordance with its terms, and the deposit paid thereunder was forfeited to the Receiver, as vendor.

#### **Reworked APA Offered by the Purchaser**

14. On or about July 15, 2024, the Receiver was advised by former management of the Debtors that the Purchaser may be interested in purchasing the Debtors' assets included in the Prior APA, excluding the Oakville Property and the Riverdale Property.
15. On July 18, 2024, the Purchaser submitted a new offer to purchase assets pursuant to an asset purchase agreement, which was reviewed by the Receiver

and its counsel, who required certain revisions to be made to the Reworked APA. On or about July 19, 2024, the Purchaser and the Receiver agreed upon the form of Reworked APA.

16. The Reworked Transaction contemplated in the Reworked APA includes the sale of:
  - (i) the Livestock Herds;
  - (ii) certain intellectual property of Genesis and Can-Am;
  - (iii) the “First Power In Genetics Genesis” trademark (in Canada and the United States) and the “Genesis” trademark (in Canada and the United States);
  - (iv) various software and documentation;
  - (v) all furniture and equipment, books and records (in respect of the Purchased Assets), supplies and chattels (including any feed and fuel) located at the Oakville Property and at Genesis’ office in London, Ontario;
  - (vi) all computers, cell phones and devices used by Genesis employees who work at the Oakville Property;
  - (vii) all tools and equipment (including hand and power tools), supplies and chattels (including any feed and fuel) located at the Riverdale Property and at Genesis’ Prairie Sun location;
  - (viii) seven motor vehicles; and
  - (ix) five hog trailers.
17. The Reworked APA also includes the assignment of the Assigned Contracts to the Purchaser. Several of the Assigned Contracts require “cure costs” to be paid to the



counterparties thereunder. All cure costs shall be assumed by the Purchaser pursuant to the Reworked APA. The Purchaser has advised the Receiver that it is capable of performing the obligations under the Assigned Contracts.

18. It is urgent that the Reworked Transaction close as quickly as possible, as the costs associated with the care and maintenance of the Livestock Herds, which includes approximately 8,775 swine, to the receivership estate is significant, and is depleting the funds available for distribution to the Debtors' respective creditors.
19. The Receiver does not have sufficient liquidity to commence a new sale and solicitation process, while also maintaining and caring for the Livestock Herds.
20. The consideration to be provided under the Reworked APA exceeds the expected realizations from an orderly liquidation of the included assets.
21. The Receiver is of the view that the Purchase Price (as defined in the Reworked APA) is fair and commercially reasonable and recommends the Reworked Transaction.
22. Sufficient effort has been made to obtain the best price for the Purchased Assets, and the Receiver has not acted improvidently.
23. The Receiver is of the view that the Reworked Transaction is in the best interests of the Debtors and their respective stakeholders.
24. There was efficacy and integrity of the process by which offers were obtained and there has been no unfairness in the working out of the process.

25. The approval of the AVO is a condition precedent to the closing of the Reworked APA.
26. Certain of Genesus' and/or Can-Am's employees will be re-employed by the Purchaser;
27. The Debtors' major secured creditors, Bank of Montreal and Farm Credit Canada support the Reworked Transaction.

### **Sealing Order**

28. The public disclosure of the Confidential Supplement poses a serious risk to a commercial interest, which constitutes an important public interest (the "**Identified Interest**").
29. The requested sealing order is necessary to prevent the risk to the Identified Interest and there are no reasonable alternative measures available to prevent this risk.
30. The benefits of granting the requested sealing order outweigh any negative effects.

### **Receiver's Report and Activities**

31. An Order approving the activities of the Receiver to date, inclusive of the Receiver's Statement of Receipts and Disbursements as outlined in the Second Report, is necessary, appropriate and in accordance with the standard practice of the Court in Court-supervised receivership proceedings.

32. *The Court of King's Bench Act*, C.C.S.M. c. c280, s. 37(1), 77(1).
33. *King's Bench Rules*, Man. Reg. 553/88, as amended, Rules 2.03, 3.02, 16 and 37.
34. *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, s. 243.
35. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:**

1. The Affidavit of Ed Barrington filed February 12, 2024;
  2. The First Report of the Receiver, filed July 3, 2024;
  3. The Confidential Supplement to the First Report, filed July 3, 2024;
  4. The Affidavit of Colby Ferbers sworn July 3, 2024;
  5. The Second Report of the Receiver, to be filed;
  6. The Confidential Supplement to the Second Report of the Receiver, to be filed;
- and

7. Such further and other evidence as counsel may advise and this Honourable Court may permit.

July 24, 2024

**MLT AIKINS LLP**  
Barristers and Solicitors  
30<sup>th</sup> Floor – 360 Main Street  
Winnipeg, Manitoba R3C 4G1  
Attn: J.J. Burnell/Anjali Sandhu  
Telephone: 204-957-4663/4760  
Facsimile No.: 204-957-0840

**TO: THE ATTACHED SERVICE LIST**

**SCHEDULE "A"**

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.

---

**APPROVAL AND VESTING ORDER**

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**MLT AIKINS LLP**

Barristers and Solicitors  
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File No. 0128056.00004

THE KING'S BENCH

Winnipeg Centre

THE HONOURABLE MR.

)

FRIDAY, THE 26<sup>th</sup>

JUSTICE BOCK

)

DAY OF JULY, 2024

)

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  
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BETWEEN:

**BANK OF MONTREAL,**

Applicant,

-and-

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

Respondents.

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Genesus Inc. ("**Genesus**"), Can-Am Genetics Inc. ("**Can-Am**") and Genesus Genetics Inc. ("**GGI**", and together with Genesus and Can-Am, the "**Debtors**") for an order approving the sale transaction (the "**Reworked Transaction**") contemplated by an agreement of purchase and sale (the "**Reworked APA**") between the Receiver and Genesus Genetic Technology Inc. (the "**Purchaser**") dated July 19, 2024 and appended in a redacted form to the Second Report of the Receiver dated July 23, 2024 (the "**Second Report**") and in an unredacted form to the Confidential Supplement to the Second Report of the Receiver dated July 23, 2024 (the "**Confidential Supplement**") and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Reworked APA (the

**"Purchased Assets")**, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report of the Receiver filed July 3, 2024, the Confidential Supplement to the First Report of the Receiver filed July 3, 2024, the Affidavit of Colby Ferbers sworn July 3, 2024, the Second Report, and the Confidential Supplement, , and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for the Bank of Montreal, counsel for Farm Credit Canada, and counsel for Design Genetics Inc., no one appearing for any other person on the service list, although properly served as appears from the affidavit of Kari Rios sworn \*\*\*.

1. THIS COURT ORDERS AND DECLARES that the time for service of the Receiver's Notice of Motion and the supporting materials is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.

2. THIS COURT ORDERS AND DECLARES that the Reworked Transaction is hereby approved, and the execution of the Reworked APA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Reworked Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "1"** hereto (the **"Receiver's Certificate"**), all of the Receiver's and Debtors' right, title and interest in and to the Purchased Assets described in the Reworked APA shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or

filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Chartier dated June 11, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”).

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors’ records pertaining to the Debtors’ past and current employees, including personal information of the Target Employees (as defined in the Reworked APA). The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

7. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;



- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct or action other than in good faith pursuant to any applicable federal or provincial legislation.

8. THIS COURT AUTHORIZES AND DIRECTS the Receiver to assign the contracts (the “**Assigned Contracts**”) listed in Schedule “C” of the Reworked APA to the Purchaser.

9. THIS COURT ORDERS AND DECLARES that upon the delivery of the Receiver’s Certificate and payment of any Cure Costs (as defined in the Reworked APA) associated with such Assigned Contracts: (i) all of the rights and obligations of the Debtors under and to the Assigned Contracts shall be assigned, conveyed and transferred to, and assumed by, the Purchaser; and (ii) the assignment of the Assigned Contracts is hereby declared valid and binding upon all of the counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

10. THIS COURT ORDERS AND DECLARES that the assignment and transfer of the Assigned Contracts shall be subject to the provisions herein directing that the Receiver’s and the Debtors’ rights, title and interests in the Purchased Assets shall vest absolutely

in the Purchaser free and clear of all Encumbrances in accordance with the provisions of this Order.

11. THIS COURT ORDERS AND DECLARES that, no counterparty under any Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of any Assigned Contract shall make or pursue any demand, claim, action or suit or exercise any right or remedy under such Assigned Contract against the Purchaser relating to:

- (a) the Applicant having sought or obtained relief under the *Bankruptcy and Insolvency Act* (Canada) against the Debtors;
- (b) the insolvency of the Debtors; or
- (c) any failure by the Debtors to perform a non-monetary obligation under any Assigned Contract;

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the delivery of the Receiver's Certificate under the Assigned Agreements other than in respect of items (a) to (c) above.

12. THIS COURT ORDERS AND DECLARES that the Confidential Supplement be filed under seal, kept confidential and is not to form part of the public record, and shall remain stored electronically with this Court on an encrypted basis limiting access to only the Registrar of this Court and the presiding Judge, until:

- (a) further order of the Court; or
- (b) the Reworked Transaction has closed;

whichever shall first occur, at which time the Confidential Supplement shall be unsealed and thereafter form part of the public record.

13. THIS COURT ORDERS that the actions of the Receiver to date in respect of its administration of these receivership proceedings and the Second Report, including the

statements of receipts and disbursements contained in the Second Report and the activities of the Receiver described therein are hereby approved;

14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

\_\_\_\_\_, 2024

\_\_\_\_\_  
Bock, J.

I, ANJALI SANDHU, OF THE FIRM OF MLT AIKINS LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES:

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AS DIRECTED BY THE HONOURABLE MR. JUSTICE BOCK

**Schedule “1” – Form of Receiver’s Certificate**

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.

**RECEIVER’S CERTIFICATE**

**RECITALS**

- A. Pursuant to an Order of the Honourable Mr. Justice Chartier of the Manitoba Court of King’s Bench (the “**Court**”) dated June 11, 2024, BDO Canada Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Genesus Inc. (“**Genesus**”), Can-Am Genetics Inc. (“**Can-Am**”) and Genesus Genetics Inc. (“**GGI**”, and together with Genesus and Can-Am, the “**Debtors**”).
- B. Pursuant to an Order of the Court pronounced July 26, 2024, the Court approved the agreement of purchase and sale made as of July 19, 2024 (the “**Reworked APA**”) between the Receiver and Genesus Genetic Technology Inc. (the “**Purchaser**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Reworked Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Reworked APA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Reworked APA;
2. The conditions to Closing the Reworked APA have been satisfied or waived by the Receiver and the Purchaser; and
3. The Reworked Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**BDO CANADA LIMITED, in its capacity as Receiver of the undertaking, property and assets of Genesus Inc., Can-Am Genetics Inc. and Genesus Genetics Inc., and not in its personal capacity**

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

**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.

---

**SERVICE LIST**  
**As at July 24, 2024**

---

**PITBLADO LLP**  
2500 - 360 Main Street  
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R3C 4H6

**Catherine E. Howden / Madison Laval**

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(File No. 638/400)

<b>Party/Counsel</b>	<b>Telephone</b>	<b>Facsimile</b>	<b>Party Represented</b>
<b>Pitblado LLP</b>  2500 - 360 Main Street Winnipeg, Manitoba R3C 4H6  Attention: Catherine E. Howden Email: howden@pitblado.com	204-956-3532	204-957-0227	Counsel for the Applicant, Bank of Montreal
<b>Bank of Montreal</b>  10175 - 101 Street NW Edmonton, AB T2J 0H3  Attention: Ed Barrington Email: ed2.barrington@bmo.com	780-863-0852		Applicant
<b>Genesis Inc., Can-Am Genetics Inc., and Genesis Genetics, Inc.</b>  101 – 2 <sup>nd</sup> Street Oakville, MB R0H 0Y0  Attention: Jim Long Email: jimlong@genesus.com			
<b>Fillmore Riley LLP</b>  1700 – 360 Main St Winnipeg, MB R3C 3Z3  Attention:  Kalev A. Anniko Email: kanniko@fillmoreriley.com	204-957-8308	204-954-0308	Counsel for the Respondents, Genesis Inc., Can-Am Genetics Inc., and Genesis Genetics, Inc.
<b>BDO Canada Limited</b>  900, 10130 103 Street NW Edmonton, AB T5J 3N9  Attention: David Lewis  Email: dlewis@bdo.ca	780-441-2155	780-424-3222	Proposed Receiver

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